

Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554

**In the Matter of:**

**Community Action Partnership of Kern**

)  
)  
) **Billed Entity Number: 17001576**  
) **Funding Year: 2018**  
) **FCC Form 471: 181005353**  
) **Funding Request Nos. 1899057941,**  
) **1899057954, 1899057971**  
)

**CC Docket No. 02-6**

**Reconsideration of the USAC-SLD Appeal Decision - Schools and  
Libraries Universal Service – E-Rate Program**

The Community Action Partnership of Kern (“CAPK”) is respectfully asking the (“FCC”) to allow the USAC-SLD (“SLD”) to re-open our funding requests after the SLD denied our appeal to do so. Re-opening the application would allow CAPK to appropriately respond to the SLD’s inquiries about the services and discounts requested for FY2018. In summary, CAPK submits that a series of events out of our control did not allow us to respond to specific PIA requests during the April-June 2018 timeframe -- nor do we believe that the SLD took into consideration the extensive amount of evidence already presented in the initial -- approved -- FY2017 filing. As we will explain further below, CAPK also believes it has not been given a fair chance to respond to the inquiries made in FY2018 and asks that we be given the opportunity to do so.

## 1. BACKGROUND

CAPK, is based in Bakersfield, California and serves 2,041 children out of 43 locations in Kern and San Joaquin Counties through its Head Start-Pre-K programs. Our Programs involve children from 0-5, and within our own mandate, include physically and mentally disabled children in our Programs. Our services are provided in some of the most economically-challenged areas of Central California, and serve one of the most linguistic, ethnic and culturally diverse populations in California. As noted in our 471 filing, 100% of our children are NSLP (National School Lunch Program) eligible and our E-Rate Category 1 discount rate is 90%.

CAPK's envisioned that applying for E-Rate funding would allow CAPK to develop a data / internet access network to enhance the services and education of the disadvantaged children served through our Head Start program. The network could not be constructed and developed solely using Federal Administration of Children and Families funding (ACF) received by CAPK to provide comprehensive child development services to disadvantaged families in Kern (and San Joaquin?) Counties.

### INITIAL FY2017 FILING

In FY2017, CAPK applied for the E-Rate funding for the network (see Attachment A - FCC FY2017- Form 471: 171048075). This filing was made after AT&T was selected through an extensive 470 / RFP process whose goal was to streamline and enhance connectivity among all of CAPK's 43 sites. CAPK entered into a five-year commitment for services with AT&T on May 11, 2017 (see the executed contract - AT&T - Attachment B – AT&T Services Contract), which was also submitted as part of the initial FY2017 request. The Agreement stated that construction would be allowed only after a FY2017 funding request was approved, as CAPK

noted its own significant investments in the network would need E-Rate support to be completed. After intensive review, the FY2017 request was approved by USAC on October 12, 2017.

We again note that that the project covers locations throughout the Kern County – one of the largest counties in California -- and required an extensive amount of buildout to provide the services, so under the terms of the Agreement, AT&T could not start work until the FY2017 application was approved, which arrived mid-October 2017. As noted, CAPK’s decision was not made lightly, but in large part with consideration of the large buildout expenses that would be incurred by the vendor -- and CAPK.

#### FUNDING YEAR 2018 REQUEST & DENIAL

CAPK submitted a new Form 471 – Number: 181005353 (see Attachment C) for FY2018 on March 19, 2018. In it, CAPK made the appropriate updates of numbers -- ***but kept all of the core services, costs and documentation similar from the FY2017 request*** -- as there were no changes – the goal was to implement the network approved in FY2017. In their request, CAPK noted that each of the three funding requests were continuations of the earlier FY2017 requests:

<u>FY2017 FRN</u>		<u>FY2018 FRN</u>
1799109676	---	1899057941
1799109691	---	1899057954
1799109655	---	1899057971

It appears that there was a request for information submitted by the SLAD via email to Bryon Vanderhoff, CAPK Technology Services Manager, on April 25, 2018. Bryon Vanderhoff was terminated on April 27, 2018, please see CAPK internal Status Change form (Attachment D – Status Change Form) notating the date of said termination. Following Vanderhoff’s termination, CAPK was very short-handed with our IT Staff as the Manager position of CAPK IT

services was vacant and at the time Jason Murrell, Information Specialist II, was on Medical Leave from April 20, 2018 to May 20, 2018. CAPK was attempting to proceed with two level one technicians and assistance of a third-party consultant brought in to secure CAPK's environment due to the termination of a high-level security employee and none of which had authorization to access the usac.org website.

CAPK Staff were unaware that the SLD requested information to support the review of the FY2018 Form 471. If CAPK had been aware, any and all questions would have been addressed – CAPK and AT&T both had a lot at stake in making sure the FY2018 funding request was in order. On June 28, 2018 the SLD denied our FY2018 request.

After the FY2018 request was denied, a search of Bryon Vanderhoff's email was conducted and no evidence of receiving an email requesting information was found. Another more recent search identified that the CAPK's spam filter captured the email and blocked the delivery. Since then, we added usac.org to our email whitelist, CAPK has taken steps to ensure that additional CAPK staff are listed as part of the E-Rate inquiry, so that any future communication will not be missed.

In its denial, the SLD gave as its reason for the decision that "supporting documentation was missing." We certainly acknowledge the need for CAPK to follow-up with any data requests, but as we've pointed out earlier, we were not aware of the requests, as they were going to an employee no longer working for CAPK.

On 7/26/2018, CAPK filed an appeal with the SLD (See Attachment E – CAPK Appeal#117026), noting the IT staffing situation that affected CAPK’s inability to respond to the requests they never received. Also, on 8/14/2018, CAPK employee and IT Manager Doug Dill asked the SLD help desk for information – and the data requests -- to amend their USAC-SLD appeal and note any issues already asked and possibly answered in the FY2017 request, among other possible information to help address any USAC-SLD concerns. We note, that the appeal template from the USAC site says at the bottom:

***If you wish to modify or cancel your appeal, or, if you have any questions about your appeal, please contact the E-rate Program’s Client Service Bureau (CSB) at (888) 203-8100. (our emphasis)***

In response the SLD help desk representative told Mr. Dill that CAPK was not able to modify or add information to the Appeal, as the SLD representative said that these documents and information requests could not be provided to CAPK, and the Appeal was considered closed.

On August 14, 2018, the USAC denied CAPK’s Appeal. The formal appeal denial is noted here as Attachment F – USAC Appeal Denial.

## CURRENT SITUATION

The Multi-Protocol Label Switching (MPLS) core service requested in FY2017 is a hybrid fiber-based internet access network that was nearly complete with turn-up expected at all sites within the next 6 months. Due to the uncertainty of the E-rate assistance, AT&T has been asked to pause the continuation of the buildout until CAPK receives an answer to this appeal and any subsequent review. We note that AT&T has informed us that they have incurred over \$130,000 in site build-out, installation and equipment costs to date.

The denial of this appeal request will affect several parties -- foremost the 2,041 children that CAPK serves through its Head Start program. It is respectfully requested that the FCC take strong consideration of the effects this denial will have on the communities served by CAPK in Kern County and approve our appeal.

## **CONCLUSION**

For the reasons previously stated, Community Action Partnership of Kern (CAPK) is formally seeking appeal of the denial made by USAC. CAPK respectfully requests that the FCC allow the USAC-SLD to re-open our FY2018 funding request; allow CAPK access to the information requests we've been denied so far; take into consideration all the data and information provided for the approved FY2017 request; and allow CAPK to respond with any existing, or updated additional information as requested by the SLD.

Finally, we note that there is no evidence in the record that CAPK engaged in activity intended to defraud or abuse the E-rate program. Denying CAPK's FY2018 request would create undue hardship and prevent it from receiving E-rate funding for work on eligible services already taken to support the network. We believe that this is in the public's interest of providing high-speed scalable broadband services to rural and impoverished Head Start schools like ours.

Accordingly, good cause exists to grant CAPK's appeal of the USAC's denial of our funding request, re-open our FY2018 request, and allow CAPK to respond to any additional inquiries in support of our FY2018 funding request.

Please do not hesitate to call or write with any questions or concerns.

Respectfully submitted,

COMMUNITY ACTION PARTENRSHIP OF KERN

A handwritten signature in blue ink, appearing to read 'Emilio G. Wagner'.

By: Emilio G. Wagner  
Director of Operations  
5005 Business Park North  
Bakersfield, CA 93309  
Phone: (661) 336-5236 x 1106  
Email: [ewagner@capk.org](mailto:ewagner@capk.org)

September 11, 2018

## **Attachments**

**Attachment A – Funding Year 2017 – CAPK Form 471**

**Attachment B – AT&T Service Contract**

**Attachment C – Funding Year 2018 – CAPK Form 471**

**Attachment D1 – Status Change Form – CAPK internal document**

**Attachment D2 – Status Change Form – CAPK internal document**

**Attachment E – CAPK Appeal# 117026**

**Attachment F – USAC Denial Letter**





## Description of Services Ordered and Certification Form 471

## FCC Form 471

Application Information

Nickname CAPK 2017

Application Number

171048075

Funding Year 2017

Category of Service

Category 1

Billed Entity

Community Action Partnership of Kern  
5005 Business Park North Bakersfield CA 93309  
661-336-5236  
bvanderhoff@capk.org

Contact Information

Bryon Vanderhoff  
661-369-8985  
bvanderhoff@capk.org

Billed Entity Number 17001576

FCC Registration Number 0020230959

Applicant Type School District

Entity InformationSchool District Entity - Details

BEN	Name	Urban/ Rural	State LEA ID	State School ID	NCES Code	School District Attributes	Endowment
17001576	Community Action Partnership of Kern	Urban				Private School District	None

Related Entity InformationRelated Child School Entity - Details

BEN	Name	Urban/ Rural	State LEA ID	State School ID	NCES Code	Alternative Discount	School Attributes	Endowment
16077608	CDC- CALIFORNIA CITY	Rural				None	Private School; Pre-K; Head Start	None
16077589	CDC-ALBERTA DILLARD	Urban				None	Private School; Pre-K; Head Start	None
16077590	CDC-ALICANTE	Urban				None	Private School; Pre-K; Head Start	None
16077596	CDC-BUTTONWILLOW	Rural				None	Private School; Pre-K; Head Start	None
16077609	CDC-CASA LOMA	Urban				None	Private School; Pre-K; Head Start	None
16044793	CDC-CLEO FORAN	Urban				None	Pre-K; Private School; Head Start	None
16077611	CDC-DELANO	Urban				None	Private School; Pre-K; Head Start	None
16044801	CDC-FAIRVIEW	Urban				None	Pre-K; Private School; Head Start	None

BEN	Name	Urban/ Rural	State LEA ID	State School ID	NCES Code	Alternative Discount	School Attributes	Endowment
16044800	CDC-FRANKLIN	Urban				None	Pre-K; Private School; Head Start	None
16044808	CDC-LOST HILLS	Rural				None	Pre-K; Private School; Head Start	None
16044813	CDC-MARTHA J MORGAN	Urban				None	Pre-K; Private School; Head Start	None
16044815	CDC-MCFARLAND	Rural				None	Pre-K; Private School; Head Start	None
16044819	CDC-MOJAVE	Rural				None	Pre-K; Private School; Head Start	None
16044821	CDC-NOBLE	Urban				None	Pre-K; Private School; Head Start	None
16044822	CDC-OASIS	Urban				None	Pre-K; Private School; Head Start	None
16077617	CDC-PETE PARRA	Urban				None	Private School; Pre-K; Head Start	None
16044825	CDC-PIONEER	Urban				None	Pre-K; Private School; Head Start	None
16044826	CDC-PLANZ	Urban				None	Pre-K; Private School; Head Start	None
16044827	CDC-PRIMEROS PASOS	Rural				None	Pre-K; Private School; Head Start	None
16044830	CDC-ROSAMOND	Rural				None	Pre-K; Private School; Head Start	None
16044833	CDC-SAN DIEGO	Urban				None	Pre-K; Private School; Head Start	None
16044834	CDC-SEIBERT	Urban				None	Pre-K; Private School; Head Start	None
16044835	CDC-SHAFTER	Rural				None	Pre-K; Private School; Head Start	None
16077620	CDC-SHAFTER	Rural				None	Private School; Pre-K; Head Start	None
16044838	CDC-STELLA HILLS	Urban				None	Pre-K; Private School; Head Start	None
16044839	CDC-STERLING	Urban				None	Pre-K; Private School; Head Start	None
16044842	CDC-STINE	Urban				None	Pre-K; Private School; Head Start	None
16044843	CDC-SUNRISE VILLA	Urban				None	Pre-K; Private School; Head Start	None
16077618	CDC-TAFT	Rural				None	Private School; Pre-K; Head Start	None
16044845	CDC-TEHACHAPI	Rural				None	Pre-K; Private School; Head Start	None
16044848	CDC-VINELAND	Rural				None	Pre-K; Private School; Head Start	None
16044849	CDC-VIRGINIA	Urban				None	Pre-K; Private School; Head Start	None
16044852	CDC-WILLIAMS	Urban				None	Pre-K; Private School	None
16077619	CDC-WILLOW TREE	Urban				None	Private School; Pre-K; Head Start	None
17006290	CDC-Fairfax	Urban				None	Private School; Pre-K	None
17006291	CDC-East California	Urban				None	Private School; Pre-K; Head Start	None
16044804	CDC-HERITAGE PARK	Urban				None	Pre-K; Private School; Head Start	None

BEN	Name	Urban/ Rural	State LEA ID	State School ID	NCES Code	Alternative Discount	School Attributes	Endowment
16044823	CDC-OILDALE	Urban				None	Pre-K; Private School; Head Start	None
17006451	CDC-FAITH	Urban				None	Private School; Pre-K; Head Start	None
17006452	CDC-LAMONT	Urban				None	Private School; Pre-K; Head Start	None
17006453	CDC-PACIFIC	Urban				None	Private School; Pre-K; Head Start	None
17006454	CDC-ROOSEVELT	Urban				None	Private School; Pre-K; Head Start	None
17013234	CDC-Wesley	Urban				None	Private School; Pre-K; Head Start	None

### Related Child School Entity - Discount Rate Calculation Details

BEN	Name	Urban/ Rural	Number of Students	Students Count Based on Estimate	CEP Percentage
16077608	CDC- CALIFORNIA CITY	Rural	34	N/A	
16077589	CDC-ALBERTA DILLARD	Urban	68	N/A	
16077590	CDC-ALICANTE	Urban	34	N/A	
16077596	CDC-BUTTONWILLOW	Rural	20	N/A	
16077609	CDC-CASA LOMA	Urban	34	N/A	
16044793	CDC-CLEO FORAN	Urban	34	N/A	
16077611	CDC-DELANO	Urban	90	N/A	
16044801	CDC-FAIRVIEW	Urban	34	N/A	
16044800	CDC-FRANKLIN	Urban	24	N/A	
16044808	CDC-LOST HILLS	Rural	20	N/A	
16044813	CDC-MARTHA J MORGAN	Urban	83	N/A	
16044815	CDC-MCFARLAND	Rural	34	N/A	
16044819	CDC-MOJAVE	Rural	34	N/A	
16044821	CDC-NOBLE	Urban	34	N/A	
16044822	CDC-OASIS	Urban	84	N/A	
16077617	CDC-PETE PARRA	Urban	116	N/A	
16044825	CDC-PIONEER	Urban	34	N/A	
16044826	CDC-PLANZ	Urban	34	N/A	
16044827	CDC-PRIMEROS PASOS	Rural	80	N/A	
16044830	CDC-ROSAMOND	Rural	40	N/A	
16044833	CDC-SAN DIEGO	Urban	24	N/A	
16044834	CDC-SEIBERT	Urban	34	N/A	
16044835	CDC-SHAFTER	Rural	34	N/A	
16077620	CDC-SHAFTER	Rural	20	N/A	
16044838	CDC-STELLA HILLS	Urban	34	N/A	
16044839	CDC-STERLING	Urban	74	N/A	
16044842	CDC-STINE	Urban	94	N/A	
16044843	CDC-SUNRISE VILLA	Urban	34	N/A	
16077618	CDC-TAFT	Rural	54	N/A	
16044845	CDC-TEHACHAPI	Rural	34	N/A	
16044848	CDC-VINELAND	Rural	34	N/A	

<b>BEN</b>	<b>Name</b>	<b>Urban/ Rural</b>	<b>Number of Students</b>	<b>Students Count Based on Estimate</b>	<b>CEP Percentage</b>
16044849	CDC-VIRGINIA	Urban	34	N/A	
16044852	CDC-WILLIAMS	Urban	34	N/A	
16077619	CDC-WILLOW TREE	Urban	102	N/A	
17006290	CDC-Fairfax	Urban	68	N/A	
17006291	CDC-East California	Urban	70	N/A	
16044804	CDC-HERITAGE PARK	Urban	34	N/A	
16044823	CDC-OILDALE	Urban	34	N/A	
17006451	CDC-FAITH	Urban	34	N/A	
17006452	CDC-LAMONT	Urban	34	N/A	
17006453	CDC-PACIFIC	Urban	62	N/A	
17006454	CDC-ROOSEVELT	Urban	34	N/A	
17013234	CDC-Wesley	Urban	60	N/A	

### Related School District NIFs

<b>School District BEN</b>	<b>School District Name</b>	<b>NIF BEN</b>	<b>NIF Name</b>
17001576	Community Action Partnership of Kern	17006281	CDC-Central Kitchen
17001576	Community Action Partnership of Kern	17006287	CDC-Maintenance
17001576	Community Action Partnership of Kern	17006289	CDC-Administration
17001576	Community Action Partnership of Kern	17013231	CAPK Home base

### Discount Rate

<b>School District Enrollment</b>	<b>School District NSLP Count</b>	<b>School District NSLP Percentage</b>	<b>School District Urban/ Rural Status</b>	<b>Category One Discount Rate</b>	<b>Category Two Discount Rate</b>	<b>Voice Discount Rate</b>
2035	2035	100.0%	Urban	90%	85%	30%

## [Funding Request for FRN #1799109655](#)

**Funding Request Nickname:** AT&T Switched Ethernet Services

**Service Type:** Data Transmission and/or Internet Access

### Agreement Information - Contract

<b>Contract Number</b>		<b>Account Number</b>	
<b>Establishing FCC Form 470</b>	170069118	<b>Service Provider</b>	Pacific Bell Telephone Company (SPN: 143002665)
<b>Was an FCC Form 470 posted for the product and/or services you are requesting?</b>	Yes	<b>Based on State Master Contract?</b>	No
<b>Award Date</b>	April 25, 2017	<b>Based on a multiple award schedule?</b>	No
<b>How many bids were received for this contract?</b>	3	<b>Includes Voluntary Extensions?</b>	Yes
<b>What is the service start date?</b>	July 01, 2017	<b>Remaining Voluntary Extensions</b>	2
		<b>Total Remaining Contract Length</b>	84
		<b>What is the date your contract expires for the current term of the contract?</b>	June 30, 2022

Document Name	Document Description
Switched Ethernet Agreement.pdf	

### Pricing Confidentiality

**Is there a statute, rule, or other restriction which prohibits publication of the specific pricing information for this contract?** No

**Narrative** Private Network

Line Item # 1799109655.001

Product and Service Details

Purpose

Function

Type of Connection

Bandwidth Speed

Data Connection between two or more sites entirely within the applicant's network

Fiber

Ethernet

Upload Speed

Download Speed

Connection Information

Does this include firewall services?

No

Is this a connection between eligible schools, libraries and NIFs (i.e., a connection that provides a "Wide area network")?

Yes

Is this a direct connection to a single school, library or a NIF for Internet access?

No

Cost Calculation for FRN Line Item # 1799109655.001

Monthly Cost		One-Time Cost	
Monthly Recurring Unit Cost	\$1,935.33	One-time Unit Cost	\$0.00
Monthly Recurring Unit Ineligible Costs	- \$0.00	One-time Ineligible Unit Costs	- \$0.00
Monthly Recurring Unit Eligible Costs	= \$1,935.33	One-time Eligible Unit Cost	= \$0.00
Monthly Quantity	x 1	One-time Quantity	x 0
Total Monthly Eligible Recurring Costs	= \$1,935.33	Total Eligible One-time Costs	= \$0.00
Months of Service	x 12	Summary	
Total Eligible Recurring Costs	= \$23,223.96	Total Eligible Recurring Costs	\$23,223.96
		Total Eligible One-time Costs	+ \$0.00
		Pre-Discout Extended Eligible Line Item Cost	= \$23,223.96

Recipients of Services

BEN	Name
17006289	CDC-Administration

Line Item # 1799109655.002

Product and Service Details

Purpose

Function

Type of Connection

Bandwidth Speed

Data Connection between two or more sites entirely within the applicant's network

Fiber

Ethernet

Upload Speed

5.0 Gbps

Download Speed

5.0 Gbps

Connection Information

Does this include firewall services?

No

Is this a connection between eligible schools, libraries and NIFs (i.e., a connection that provides a "Wide area network")?

Yes

Is this a direct connection to a single school, library or a NIF for Internet access?

No

Cost Calculation for FRN Line Item # 1799109655.002

Monthly Cost		One-Time Cost	
Monthly Recurring Unit Cost	\$1,437.78	One-time Unit Cost	\$0.00
Monthly Recurring Unit Ineligible Costs	- \$0.00	One-time Ineligible Unit Costs	- \$0.00
Monthly Recurring Unit Eligible Costs	= \$1,437.78	One-time Eligible Unit Cost	= \$0.00
Monthly Quantity	x 1	One-time Quantity	x 0
Total Monthly Eligible Recurring Costs	= \$1,437.78	Total Eligible One-time Costs	= \$0.00
Months of Service	x 12	Summary	
Total Eligible Recurring Costs	= \$17,253.36	Total Eligible Recurring Costs	\$17,253.36
		Total Eligible One-time Costs	+ \$0.00
		Pre-Discout Extended Eligible Line Item Cost	= \$17,253.36



Recipients of Services

BEN	Name
16044839	CDC-STERLING

Line Item # 1799109655.003

Product and Service Details

Purpose Data Connection between two or more sites entirely within the applicant’s network

Function Fiber

Type of Connection Ethernet

Bandwidth Speed

Upload Speed 100.0 Mbps Download Speed 100.0 Mbps

Connection Information

Does this include firewall services? No Is this a connection between eligible schools, libraries and NIFs (i.e., a connection that provides a “Wide area network”)? Yes

Is this a direct connection to a single school, library or a NIF for Internet access? No

Cost Calculation for FRN Line Item # 1799109655.003

Monthly Cost	
Monthly Recurring Unit Cost	\$350.00
Monthly Recurring Unit Ineligible Costs	- \$0.00
Monthly Recurring Unit Eligible Costs	= \$350.00
Monthly Quantity	x 38
Total Monthly Eligible Recurring Costs	= \$13,300.00
Months of Service	x 12
Total Eligible Recurring Costs	= \$159,600.00

One-Time Cost	
One-time Unit Cost	\$0.00
One-time Ineligible Unit Costs	- \$0.00
One-time Eligible Unit Cost	= \$0.00
One-time Quantity	x 0
Total Eligible One-time Costs	= \$0.00
Summary	
Total Eligible Recurring Costs	\$159,600.00
Total Eligible One-time Costs	+ \$0.00
Pre-Discout Extended Eligible Line Item Cost	= \$159,600.00

## Recipients of Services

BEN	Name
16077589	CDC-ALBERTA DILLARD
16077590	CDC-ALICANTE
16077609	CDC-CASA LOMA
16044793	CDC-CLEO FORAN
16077611	CDC-DELANO
16044801	CDC-FAIRVIEW
16044800	CDC-FRANKLIN
16044813	CDC-MARTHA J MORGAN
16044819	CDC-MOJAVE
16044821	CDC-NOBLE
16077617	CDC-PETE PARRA
16044825	CDC-PIONEER
16044826	CDC-PLANZ
16044827	CDC-PRIMEROS PASOS
16044830	CDC-ROSAMOND
16044833	CDC-SAN DIEGO
16044834	CDC-SEIBERT
16077620	CDC-SHAFTER
16044842	CDC-STINE
16044845	CDC-TEHACHAPI
16044848	CDC-VINELAND
16044849	CDC-VIRGINIA
16044852	CDC-WILLIAMS
16077619	CDC-WILLOW TREE
17006290	CDC-Fairfax
17006291	CDC-East California
16044804	CDC-HERITAGE PARK
16044823	CDC-OILDALE
17006451	CDC-FAITH
17006452	CDC-LAMONT
17006453	CDC-PACIFIC
17006454	CDC-ROOSEVELT
17013234	CDC-Wesley
16044838	CDC-STELLA HILLS
16044843	CDC-SUNRISE VILLA
17006281	CDC-Central Kitchen
17013231	CAPK Home base

FRN Calculation for FRN #1799109655

Monthly Charges	
Total Monthly Recurring Charges	\$16,673.11
Total Monthly Ineligible Charges	- \$0.00
Total Monthly Eligible Charges	= \$16,673.11
Total Number of Months of Service	x 12
Total Eligible Pre-Discount Recurring Charges	= \$200,077.32

One-Time Charges	
Total One-Time Charges	\$0.00
Total Ineligible One-Time Charges	- \$0.00
Total Eligible Pre-Discount One-Time Charges	= \$0.00

Total Requested Amount	
Total Eligible Pre-Discount Recurring Charges	\$200,077.32
Total Eligible Pre-Discount One-Time Charges	+ \$0.00
Total Pre-Discount Charges	= \$200,077.32
Discount Rate	90%
Funding Commitment Request	= \$180,069.59

## [Funding Request for FRN #1799109676](#)

**Funding Request Nickname:** AT&T Security Bundle

**Service Type:** Data Transmission and/or Internet Access

### Agreement Information - Contract

<b>Contract Number</b>		<b>Account Number</b>	
<b>Establishing FCC Form 470</b>	170069118	<b>Service Provider</b>	AT&T Corp. (SPN: 143001192)
<b>Was an FCC Form 470 posted for the product and/or services you are requesting?</b>	Yes	<b>Based on State Master Contract?</b>	No
<b>Award Date</b>	April 25, 2017	<b>Based on a multiple award schedule?</b>	No
<b>How many bids were received for this contract?</b>	3	<b>Includes Voluntary Extensions?</b>	Yes
<b>What is the service start date?</b>	July 01, 2017	<b>Remaining Voluntary Extensions</b>	2
		<b>Total Remaining Contract Length</b>	84
		<b>What is the date your contract expires for the current term of the contract?</b>	June 30, 2022

Document Name	Document Description
Security Bundle Agreement.pdf	AT&T Security Bundle for Head Start.

### Pricing Confidentiality

**Is there a statute, rule, or other restriction which prohibits publication of the specific pricing information for this contract?** No

**Narrative** Dedicated Internet

Line Item # 1799109676.001

Product and Service Details

<b>Purpose</b>	Internet access service that includes a connection from any applicant site directly to the Internet Service Provider		
<b>Function</b>	Fiber		
<b>Type of Connection</b>	Ethernet		
<b>Bandwidth Speed</b>			
<b>Upload Speed</b>	10.0 Gbps	<b>Download Speed</b>	10.0 Gbps

Connection Information

<b>Does this include firewall services?</b>	Yes	<b>Is this a connection between eligible schools, libraries and NIFs (i.e., a connection that provides a “Wide area network”)?</b>	No
<b>Is this a direct connection to a single school, library or a NIF for Internet access?</b>	Yes		

Cost Calculation for FRN Line Item # 1799109676.001

<b>Monthly Cost</b>		<b>One-Time Cost</b>	
Monthly Recurring Unit Cost	\$37,210.25	One-time Unit Cost	\$0.00
Monthly Recurring Unit Ineligible Costs	- \$0.00	One-time Ineligible Unit Costs	- \$0.00
Monthly Recurring Unit Eligible Costs	= \$37,210.25	One-time Eligible Unit Cost	= \$0.00
Monthly Quantity	x 1	One-time Quantity	x 0
Total Monthly Eligible Recurring Costs	= \$37,210.25	Total Eligible One-time Costs	= \$0.00
Months of Service	x 12	<b>Summary</b>	
Total Eligible Recurring Costs	= \$446,523.00	Total Eligible Recurring Costs	\$446,523.00
		Total Eligible One-time Costs	+ \$0.00
		Pre-Discout Extended Eligible Line Item Cost	= \$446,523.00

Recipients of Services

BEN	Name
17006289	CDC-Administration

Line Item # 1799109676.002

Product and Service Details

<b>Purpose</b>	Internet access service that includes a connection from any applicant site directly to the Internet Service Provider		
<b>Function</b>	Fiber		
<b>Type of Connection</b>	Ethernet		
<b>Bandwidth Speed</b>			
<b>Upload Speed</b>	5.0 Gbps	<b>Download Speed</b>	5.0 Gbps

Connection Information

<b>Does this include firewall services?</b>	Yes	<b>Is this a connection between eligible schools, libraries and NIFs (i.e., a connection that provides a “Wide area network”)?</b>	No
<b>Is this a direct connection to a single school, library or a NIF for Internet access?</b>	Yes		

Cost Calculation for FRN Line Item # 1799109676.002

<b>Monthly Cost</b>		<b>One-Time Cost</b>	
Monthly Recurring Unit Cost	\$26,060.25	One-time Unit Cost	\$0.00
Monthly Recurring Unit Ineligible Costs	- \$0.00	One-time Ineligible Unit Costs	- \$0.00
Monthly Recurring Unit Eligible Costs	= \$26,060.25	One-time Eligible Unit Cost	= \$0.00
Monthly Quantity	x 1	One-time Quantity	x 0
Total Monthly Eligible Recurring Costs	= \$26,060.25	Total Eligible One-time Costs	= \$0.00
Months of Service	x 12	<b>Summary</b>	
Total Eligible Recurring Costs	= \$312,723.00	Total Eligible Recurring Costs	\$312,723.00
		Total Eligible One-time Costs	+ \$0.00
		Pre-Discout Extended Eligible Line Item Cost	= \$312,723.00



Recipients of Services

BEN	Name
16044839	CDC-STERLING

FRN Calculation for FRN #1799109676

Monthly Charges	
Total Monthly Recurring Charges	\$63,270.50
Total Monthly Ineligible Charges	- \$0.00
Total Monthly Eligible Charges	= \$63,270.50
Total Number of Months of Service	x 12
Total Eligible Pre-Discount Recurring Charges	= \$759,246.00

One-Time Charges	
Total One-Time Charges	\$0.00
Total Ineligible One-Time Charges	- \$0.00
Total Eligible Pre-Discount One-Time Charges	= \$0.00

Total Requested Amount	
Total Eligible Pre-Discount Recurring Charges	\$759,246.00
Total Eligible Pre-Discount One-Time Charges	+ \$0.00
Total Pre-Discount Charges	= \$759,246.00
Discount Rate	90%
Funding Commitment Request	= \$683,321.40

## Funding Request for FRN #1799109691

**Funding Request Nickname:** AT&T AVPN

**Service Type:** Data Transmission and/or Internet Access

## Agreement Information - Contract

### Contract Number

**User-entered Establishing FCC Form 470#** 335470001069064

**Was an FCC Form 470 posted for the product and/or services you are requesting?** Yes

**Award Date** May 12, 2016

**How many bids were received for this contract?** 1

**What is the service start date?** July 01, 2017

### Account Number

**Service Provider** AT&T Corp. (SPN: 143001192)

**Based on State Master Contract?** Yes

**Based on a multiple award schedule?** Yes

**Includes Voluntary Extensions?** Yes

**Remaining Voluntary Extensions** 2

**Total Remaining Contract Length** 37

**What is the date your contract expires for the current term of the contract?** June 30, 2018

Document Name	Document Description
CAPK - C3 ATO Category 1.pdf	

## Pricing Confidentiality

**Is there a statute, rule, or other restriction which prohibits publication of the specific pricing information for this contract?** No

**Narrative** Dedicated Internet

Line Item # 1799109691.002

Product and Service Details

Purpose

Function

Type of Connection

Bandwidth Speed

Data Connection between two or more sites entirely within the applicant's network

Fiber

Ethernet

Upload Speed

70.0 Mbps

Download Speed

70.0 Mbps

Connection Information

Does this include firewall services?

No

Is this a connection between eligible schools, libraries and NIFs (i.e., a connection that provides a "Wide area network")?

Yes

Is this a direct connection to a single school, library or a NIF for Internet access?

No

Cost Calculation for FRN Line Item # 1799109691.002

Monthly Cost		One-Time Cost	
Monthly Recurring Unit Cost	\$2,057.70	One-time Unit Cost	\$0.00
Monthly Recurring Unit Ineligible Costs	- \$0.00	One-time Ineligible Unit Costs	- \$0.00
Monthly Recurring Unit Eligible Costs	= \$2,057.70	One-time Eligible Unit Cost	= \$0.00
Monthly Quantity	x 1	One-time Quantity	x 0
Total Monthly Eligible Recurring Costs	= \$2,057.70	Total Eligible One-time Costs	= \$0.00
Months of Service	x 12	Summary	
Total Eligible Recurring Costs	= \$24,692.40	Total Eligible Recurring Costs	\$24,692.40
		Total Eligible One-time Costs	+ \$0.00
		Pre-Discout Extended Eligible Line Item Cost	= \$24,692.40

Recipients of Services

BEN	Name
17006289	CDC-Administration

Line Item # 1799109691.003

Product and Service Details

Purpose Data Connection between two or more sites entirely within the applicant’s network

Function Copper

Type of Connection T-1

Bandwidth Speed

Upload Speed 1.544 Mbps Download Speed 1.544 Mbps

Connection Information

Does this include firewall services? No Is this a connection between eligible schools, libraries and NIFs (i.e., a connection that provides a “Wide area network”)? Yes

Is this a direct connection to a single school, library or a NIF for Internet access? No

Cost Calculation for FRN Line Item # 1799109691.003

Monthly Cost	
Monthly Recurring Unit Cost	\$1,510.50
Monthly Recurring Unit Ineligible Costs	- \$0.00
Monthly Recurring Unit Eligible Costs	= \$1,510.50
Monthly Quantity	x 5
Total Monthly Eligible Recurring Costs	= \$7,552.50
Months of Service	x 12
Total Eligible Recurring Costs	= \$90,630.00

One-Time Cost	
One-time Unit Cost	\$0.00
One-time Ineligible Unit Costs	- \$0.00
One-time Eligible Unit Cost	= \$0.00
One-time Quantity	x 0
Total Eligible One-time Costs	= \$0.00
Summary	
Total Eligible Recurring Costs	\$90,630.00
Total Eligible One-time Costs	+ \$0.00
Pre-Discout Extended Eligible Line Item Cost	= \$90,630.00

Recipients of Services

BEN	Name
16077608	CDC- CALIFORNIA CITY
16044808	CDC-LOST HILLS
16044815	CDC-MCFARLAND
16044822	CDC-OASIS
16077618	CDC-TAFT

FRN Calculation for FRN #1799109691

Monthly Charges	
Total Monthly Recurring Charges	\$9,610.20
Total Monthly Ineligible Charges	- \$0.00
Total Monthly Eligible Charges	= \$9,610.20
Total Number of Months of Service	x 12
Total Eligible Pre-Discount Recurring Charges	= \$115,322.40

One-Time Charges	
Total One-Time Charges	\$0.00
Total Ineligible One-Time Charges	- \$0.00
Total Eligible Pre-Discount One-Time Charges	= \$0.00

Total Requested Amount	
Total Eligible Pre-Discount Recurring Charges	\$115,322.40
Total Eligible Pre-Discount One-Time Charges	+ \$0.00
Total Pre-Discount Charges	= \$115,322.40
Discount Rate	90%
Funding Commitment Request	= \$103,790.16



## Connectivity Questions

### District/System-wide Internet Access Questions

Does your school district currently aggregate Internet access for the entire district(as opposed to buying Yes Internet access on a building-by-building basis)?

**Download Speed** 10.00 **Download Speed Units** Gbps

**Upload Speed** 10.00 **Upload Speed Units** Gbps

### Per Entity Basis Questions

**Entity Name** Community Action Partnership of Kern **Entity Number** 17001576

BEN	Entity Name	Download	Units	Upload	Units	Connection	Wifi Sufficient	Barriers to Robust Network
16044793	CDC-CLEO FORAN	100.00	Mbps	100.00	Mbps	Fiber	Mostly	No barriers
16044800	CDC-FRANKLIN	100.00	Mbps	100.00	Mbps	Fiber	Mostly	No barriers
16044801	CDC-FAIRVIEW	100.00	Mbps	100.00	Mbps	Fiber	Mostly	No barriers
16044804	CDC-HERITAGE PARK	100.00	Mbps	100.00	Mbps	Fiber	Mostly	No barriers
16044808	CDC-LOST HILLS	12.00	Mbps	12.00	Mbps	Copper	Mostly	Broadband connection speed to building is too slow
16044813	CDC-MARTHA J MORGAN	100.00	Mbps	100.00	Mbps	Fiber	Mostly	No barriers
16044815	CDC-MCFARLAND	12.00	Mbps	12.00	Mbps	Copper	Mostly	Broadband connection speed to building is too slow
16044819	CDC-MOJAVE	100.00	Mbps	100.00	Mbps	Fiber	Mostly	No barriers
16044821	CDC-NOBLE	100.00	Mbps	100.00	Mbps	Fiber	Mostly	No barriers
16044822	CDC-OASIS	12.00	Mbps	12.00	Mbps	Copper	Mostly	Broadband connection speed to building is too slow
16044823	CDC-OILDALE	100.00	Mbps	100.00	Mbps	Fiber	Mostly	No barriers
16044825	CDC-PIONEER	100.00	Mbps	100.00	Mbps	Fiber	Mostly	No barriers
16044826	CDC-PLANZ	100.00	Mbps	100.00	Mbps	Fiber	Mostly	No barriers
16044827	CDC-PRIMEROS PASOS	100.00	Mbps	100.00	Mbps	Copper	Mostly	No barriers
16044830	CDC-ROSAMOND	100.00	Mbps	100.00	Mbps	Fiber	Mostly	Equipment too costly
16044833	CDC-SAN DIEGO	100.00	Mbps	100.00	Mbps	Fiber	Mostly	No barriers
16044834	CDC-SEIBERT	100.00	Mbps	100.00	Mbps	Fiber	Mostly	No barriers
16044835	CDC-SHAFTER	100.00	Mbps	100.00	Mbps	Fiber	Mostly	No barriers
16044838	CDC-STELLA HILLS	0.00	Mbps	0.00	Mbps	None	Mostly	Other
16044842	CDC-STINE	100.00	Mbps	100.00	Mbps	Fixed Wireless	Mostly	No barriers
16044843	CDC-SUNRISE VILLA	100.00	Mbps	100.00	Mbps	Fiber	Mostly	No barriers
16044845	CDC-TEHACHAPI	100.00	Mbps	100.00	Mbps	Fiber	Mostly	No barriers
16044848	CDC-VINELAND	100.00	Mbps	100.00	Mbps	Fiber	Mostly	No barriers
16044849	CDC-VIRGINIA	100.00	Mbps	100.00	Mbps	Fiber	Mostly	No barriers
16044852	CDC-WILLIAMS	100.00	Mbps	100.00	Mbps	Fiber	Mostly	No barriers
16077589	CDC-ALBERTA DILLARD	100.00	Mbps	100.00	Mbps	Fiber	Mostly	No barriers
16077590	CDC-ALICANTE	100.00	Mbps	100.00	Mbps	Fiber	Mostly	No barriers

BEN	Entity Name	Download	Units	Upload	Units	Connection	Wifi Sufficient	Barriers to Robust Network
16077596	CDC-BUTTONWILLOW	0.00	Mbps	0.00	Mbps	None	Mostly	Other
16077608	CDC- CALIFORNIA CITY	12.00	Mbps	12.00	Mbps	Copper	Mostly	Broadband connection speed to building is too slow
16077609	CDC-CASA LOMA	100.00	Mbps	100.00	Mbps	Fiber	Mostly	No barriers
16077611	CDC-DELANO	100.00	Mbps	100.00	Mbps	Fiber	Mostly	No barriers
16077617	CDC-PETE PARRA	100.00	Mbps	100.00	Mbps	Fiber	Mostly	No barriers
16077618	CDC-TAFT	12.00	Mbps	12.00	Mbps	Copper	Mostly	Broadband connection speed to building is too slow
16077619	CDC-WILLOW TREE	100.00	Mbps	100.00	Mbps	Fiber	Mostly	No barriers
16077620	CDC-SHAFTER	100.00	Mbps	100.00	Mbps	Fiber	Mostly	No barriers
17006290	CDC-Fairfax	100.00	Mbps	100.00	Mbps	Fiber	Mostly	No barriers
17006291	CDC-East California	100.00	Mbps	100.00	Mbps	Fiber	Mostly	No barriers
17006451	CDC-FAITH	100.00	Mbps	100.00	Mbps	Fiber	Mostly	No barriers
17006452	CDC-LAMONT	100.00	Mbps	100.00	Mbps	Fiber	Mostly	No barriers
17006453	CDC-PACIFIC	100.00	Mbps	100.00	Mbps	Fiber	Mostly	No barriers
17006454	CDC-ROOSEVELT	100.00	Mbps	100.00	Mbps	Fiber	Mostly	No barriers
17013234	CDC-Wesley	100.00	Mbps	100.00	Mbps	Fiber	Mostly	No barriers
16044839	CDC-STERLING	5.00	Gbps	5.00	Gbps	Fiber	Mostly	No barriers

## Certifications

I certify that the entities listed in this application are eligible for support because they are schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801(18) and (38), that do not operate as for-profit businesses and do not have endowments exceeding \$50 million.

I certify that the entity I represent or the entities listed on this application have secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that the entities I represent or the entities listed on this application have secured access to all of the resources to pay the discounted charges for eligible services from funds to which access has been secured in the current funding year. I certify that the Billed Entity will pay the non-discount portion of the cost of the goods and services to the service provider(s).

## Total Funding Summary

Below is a summary of the total line item costs on this FCC Form 471:

Summary	
Total funding year pre-discount eligible amount on this FCC Form 471	\$1,074,645.72
Total funding commitment request amount on this FCC Form 471	\$967,181.15
Total applicant non-discount share of the eligible amount	\$107,464.57
Total budgeted amount allocated to resources not eligible for E-rate support	\$0.00
Total amount necessary for the applicant to pay the non-discount share of eligible and any ineligible amounts	\$0.00
Are you receiving any of the funds directly from a service provider listed on any of the FCC Forms 471 filed by this Billed Entity for this funding year?	No
Has a service provider listed on any of the FCC Forms 471 filed by this Billed Entity for this funding year assisted you in locating funds needed to pay your non-discounted share?	No

I certify an FCC Form 470 was posted and that any related RFP was made available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted were carefully considered and the most cost-effective service offering was selected, with price being the primary factor considered, and is the most cost-effective means of meeting educational needs and technology goals.

I certify that the entity responsible for selecting the service provider(s) has reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that the entity or entities listed on this application have complied with them.

I certify that the services the applicant purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes, see 47 C.F.R. § 54.500 and will not be sold, resold or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. § 54.513. Additionally, I certify that the entity or entities listed on this application have not received anything of value or a promise of anything of value, as prohibited by the Commission's rules at 47 C.F.R. § 54.503(d), other than services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.

I certify that I and the entity(ies) I represent have complied with all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. There are signed contracts or other legally binding agreements covering all of the services listed on this FCC Form 471 except for those services provided under non-contracted tariffed or month-to-month arrangements. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.

I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.

I certify that I will retain required documents for a period of at least 10 years (or whatever retention period is required by the rules in effect at the time of this certification) after the later of the last day of the applicable funding year or the service delivery deadline for the associated funding request. I acknowledge that I may be audited pursuant to participation in the schools and libraries program. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to USAC.

I certify that I am authorized to order telecommunications and other supported services for the eligible entity(ies) listed on this application. I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this application, that I have examined this request, that all of the information on this form is true and correct to the best of my knowledge, that the entities that are receiving discounts pursuant to this application have complied with the terms, conditions and purposes of the program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act.

I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities listed on this application, or any person associated in any way with my entity and/or the entities listed on this application, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.

I certify that if any of the Funding Requests on this FCC Form 471 are for discounts for products or services that contain both eligible and ineligible components, that I have allocated the eligible and ineligible components as required by the Commission's rules at 47 C.F.R. § 54.504.

## Notice

Section 54.504 of the Federal Communications Commission's rules requires all schools and libraries ordering services that are eligible for and seeking universal service discounts to submit an application for such discounts by filing this Services Ordered and Certification Form (FCC Form 471) with the Universal Service Administrator. 47 C.F.R. § 54.504. The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended. 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the application requirements for universal service discounts contained in 47 C.F.R. § 54.504. Schools and libraries must file this form themselves or as part of a consortium. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving your application for universal service discounts is in the public interest. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application for universal service discounts may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, consistent with the Communications Act of 1934, FCC regulations and orders, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law, information provided in or submitted with this form or in response to subsequent inquiries may be disclosed to the public. If you owe a past due debt to the Federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized. If you do not provide the information we request on the form, the FCC or the Universal Service Administrator may delay processing of your application for universal service discounts or may return your application without action. The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq. Public reporting burden for this collection of information is estimated to average 4.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554. We also will accept your comments via the email if you send them to PRA@FCC.gov. DO NOT SEND COMPLETED WORKSHEETS TO THESE ADDRESSES.

## Authorized Person

<b>Title:</b>	Technology Services Manager	<b>Name:</b>	Bryon Vanderhoff
<b>Phone:</b>	661-369-8985	<b>Email:</b>	bvanderhoff@capk.org
<b>Address:</b>	5005 Business Park North Bakersfield CA 93309	<b>Employer:</b>	Bryon Vanderhoff

## Certified Timestamp

11-May-2017 20:38:57 EDT





201705117968UA

AT&amp;T MA Reference No. \_\_\_\_\_

AT&amp;T Contract ID No. SDN4RKLXP

**AT&T SWITCHED ETHERNET SERVICE<sup>SM</sup> (with NETWORK ON DEMAND)  
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS (For E-Rate)**

<b>Customer</b>	<b>AT&amp;T</b>
Community Action Partnership of Kern Street Address: 5005 Business Park North City: Bakersfield State/Province: CA Zip Code: 93309 Country: USA	The applicable AT&T Service-Providing Affiliate(s)
<b>Customer Contact (for Notices)</b>	<b>AT&amp;T Contact (for Notices)</b>
Name: Bryon Vanderhoff Title: Technology Services Manager Street Address: 5005 Business Park North City: Bakersfield State/Province: CA Zip Code: 93309 Country: USA Telephone: 661-336-5236 Email: bvanderhoff@capk.org Customer Account Number or Master Account Number:	Name: Blaine Karas Street Address: 5555 E. Olive Av Rm 300 City: Fresno State/Province: CA Zip Code: 93727 Country: USA Telephone: 559-430-7413 Email: ak2621@att.com Sales/Branch Manager: Prather SCVP Name: Congo Sales Strata: Gov Ed Sales Region: West <b><u>With a copy (for Notices) to:</u></b> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
<b>AT&amp;T Solution Provider or Representative Information (if applicable)</b> <input type="checkbox"/>	
Name: _____ Company Name: _____ Agent Street Address: _____ City: _____ State: _____ Zip Code: _____ Country: USA Telephone: _____ Fax: _____ Email: _____ Agent Code: _____	

This Pricing Schedule for the service(s) identified below ("Service") is part of the Agreement referenced above.

Unless otherwise specified herein, Services purchased under this Pricing Schedule must be managed using the AT&T Network on Demand process described in the Network on Demand Guide available at: [http://cpr.att.com/pdf/publications/NOD\\_Guide.pdf](http://cpr.att.com/pdf/publications/NOD_Guide.pdf) which is incorporated herein by reference and is subject to change by AT&T.

AT&T California currently provides billing and collections services to third parties, which may place charges that Customer authorizes on Customer's bill for intrastate Services. To the extent that AT&T California makes blocking of such charges available, Customer may block third-party charges from its bill at no cost.

Customer confirms receipt of the AT&T customer building / site preparation document describing the installation requirements at the Site(s).

<b>Customer</b> (by its authorized representative)	<b>AT&amp;T</b> (by its authorized representative)
By:	By:
Printed or Typed Name: Jeremy Tobias	Printed or Typed Name: Cheryl Wankowski
Title: <b>Executive Director</b>	Title: <b>SENIOR CUSTOMER CONTRACTS</b>
Date: <b>5/11/17</b>	Date: <b>11 May 2017</b> md323b

For AT&amp;T internal use only:

Contract Ordering and Billing Number (CNUM):

WK# - Interstate-InterLATA – TBD WK# - ILEC-Intrastate –TBD  Please sign by 12/31/17.	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
--	--

**AT&T Switched Ethernet Service<sup>SM</sup> (with Network On Demand)**  
**Pricing Schedule Provided Pursuant to Custom Terms (For E-Rate)**

**1. SERVICE, SERVICE PROVIDER(S) and SERVICE PUBLICATION(S)**

**AT&T Switched Ethernet Service<sup>SM</sup>**

Service	Service Publication (incorporated by reference)	Service Publication location
AT&T Switched Ethernet Service <sup>SM</sup>	AT&T Switched Ethernet Service Guide	<a href="http://cpr.att.com/pdf/commonEthServGuide.html">http://cpr.att.com/pdf/commonEthServGuide.html</a>

Service Providers			
AT&T Alabama	AT&T Indiana	AT&T Missouri	AT&T Tennessee
AT&T Arkansas	AT&T Kansas	AT&T Nevada	AT&T Texas
AT&T California	AT&T Kentucky	AT&T North Carolina	AT&T Wisconsin
AT&T Florida	AT&T Louisiana	AT&T Ohio	
AT&T Georgia	AT&T Michigan	AT&T Oklahoma	
AT&T Illinois	AT&T Mississippi	AT&T South Carolina	

**2. PRICING SCHEDULE TERM, EFFECTIVE DATES**

<b>Pricing Schedule Term</b>	60 months
<b>Start Date of Minimum Payment Period, per Service Component</b>	later of the Effective Date or installation of the Service Component
<b>Rate Stabilization per Service Component</b>	Rates as specified in this Pricing Schedule for each Service Component are stabilized until the end of its Minimum Payment Period.
<b>Pricing following the end of Minimum Payment Period</b>	non-stabilized prices as modified from time to time in applicable Service Publication or, if there is no such pricing, the pricing in this Pricing Schedule
<b>Pricing Schedule Term Extension Option</b>	Customer may extend the Pricing Schedule Term for one or two 12 month periods (each, an "Extension Period") upon written notice to AT&T at least forty-five (45) days prior to the expiration of the original Pricing Schedule Term (or of the first Extension Period, if applicable). In such a case, the Minimum Payment Period for each Service Component in service at the expiration of the original Pricing Schedule Term (and of the first Extension Period, if the second Extension Period is exercised) shall be extended for 12 months for each Extension Period exercised.

**3. MINIMUM PAYMENT PERIOD**

Service Components	Percentage of Monthly Recurring Charge Applied for Calculation of Early Termination Charges*	Minimum Payment Period per Service Component
All Service Components	50% plus any waived non-recurring charges and, if AT&T installs Customer Premises Support Structure facilities for AT&T Switched Ethernet Service at any site, an additional \$9,200 for such site to recover facility costs	60 months

\* Early termination charges shall not exceed the total amount of monthly recurring charges for the remainder of the Minimum Payment Period; refer to Network on Demand Guide for details.

WK# - Interstate-InterLATA – TBD

WK# - ILEC-Intrastate –TBD

Please sign by 12/31/17.

For AT&T Administrative Use Only

Pricing Schedule No. \_\_\_\_\_

Original Effective Date: \_\_\_\_\_

**AT&T Switched Ethernet Service<sup>SM</sup> (with Network On Demand)  
Pricing Schedule Provided Pursuant to Custom Terms (For E-Rate)**

**4. ADDS; MOVES**

**4.1 Adds**

Additional AT&T Switched Ethernet Service Customer Port Connections ("Adds") may be purchased (where available using the Network on Demand process) during the Pricing Schedule Term for a full Minimum Payment Period as set forth in Section 3 above at the rates, terms and conditions herein (Customer Port Connection MRCs and Bandwidth MRCs for Adds are set forth in section 5.1.2 below).

**4.2 Moves**

Per applicable Service Publication

**5. RATES and CHARGES**

**5.1 AT&T SWITCHED ETHERNET SERVICE**

**5.1.1 Initial Site And Service Configuration**

The initial sites and configuration of Services covered under this Pricing Schedule are identified on Attachment A. This Pricing Schedule is Customer's order for any new Services shown on Attachment A.

**5.1.2 Monthly Recurring Charges (MRC)**

All Monthly Recurring Charge (MRC) rates are per port. The total MRC for a port is the sum of the Port Connection MRC, the Bandwidth MRC, and any associated Feature MRC(s).

**Port Connection MRC**

Port Connection Type/Speed	MRC
Basic 100 Mbps	\$ 167.00
Basic 1 Gbps	\$ 167.00
Basic 10 Gbps	\$ 750.00

**Bandwidth MRC**

If Customer changes the CIR and/or CoS configuration during the billing cycle, the Bandwidth MRC will be prorated based on the time interval for each configuration. Bandwidth may be adjusted using the Network on Demand process within the available network capacity, which may vary from time to time. All speeds may not be available at all times or at all locations. Network augmentation via traditional processes may be required before certain speeds will be available on demand. Contact your AT&T sales representative to discuss ways to increase available capacity.

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**AT&T Switched Ethernet Service<sup>SM</sup> (with Network On Demand)**  
**Pricing Schedule Provided Pursuant to Custom Terms (For E-Rate)**

Bandwidth MRC (for 100 Mbps and 1 Gbps Basic Port Connections)					
Committed Information Rate (CIR)	Class of Service (CoS)				
	Non Critical High	Business Critical Medium	Business Critical High	Interactive	Real Time
2 Mbps	\$ 38.20	\$ 49.00	\$ 59.80	\$ 70.60	\$ 81.40
4 Mbps	\$ 46.75	\$ 58.00	\$ 69.25	\$ 80.50	\$ 91.75
5 Mbps	\$ 51.03	\$ 62.50	\$ 73.98	\$ 85.45	\$ 96.93
8 Mbps	\$ 59.58	\$ 71.50	\$ 83.43	\$ 95.35	\$ 107.28
10 Mbps	\$ 69.84	\$ 82.30	\$ 94.77	\$ 107.23	\$ 119.70
20 Mbps	\$ 102.33	\$ 116.50	\$ 130.68	\$ 144.85	\$ 159.03
50 Mbps	\$ 153.63	\$ 166.93	\$ 166.93	\$ 166.93	\$ 183.63
100 Mbps	\$ 183.00	\$ 183.00	\$ 183.00	\$ 183.00	\$ 200.50
150 Mbps	\$ 269.05	\$ 273.17	\$ 273.17	\$ 273.17	\$ 295.18
250 Mbps	\$ 324.63	\$ 350.50	\$ 363.34	\$ 363.34	\$ 389.85
400 Mbps	\$ 367.38	\$ 395.50	\$ 423.63	\$ 451.75	\$ 479.88
500 Mbps	\$ 410.13	\$ 440.50	\$ 470.88	\$ 501.25	\$ 531.63
600 Mbps	\$ 495.63	\$ 530.50	\$ 565.38	\$ 600.25	\$ 635.13
1000 Mbps	\$ 602.50	\$ 643.00	\$ 683.50	\$ 724.00	\$ 764.50

Bandwidth MRC (for 10 Gbps Basic Port Connections)					
Committed Information Rate (CIR)	Class of Service (CoS)				
	Non Critical High	Business Critical Medium	Business Critical High	Interactive	Real Time
1000 Mbps	Same as 1000 Mbps rates for 100 Mbps and 1 Gbps Basic Port Connections				
2000 Mbps	\$ 211.88	\$ 262.50	\$ 313.13	\$ 363.75	\$ 414.00
2500 Mbps	\$ 318.75	\$ 375.00	\$ 431.25	\$ 471.76	\$ 532.85
4000 Mbps	\$ 579.77	\$ 579.77	\$ 579.77	\$ 579.77	\$ 646.26
5000 Mbps	\$ 687.78	\$ 687.78	\$ 687.78	\$ 687.78	\$ 759.67
7500 Mbps	\$ 853.63	\$ 853.63	\$ 853.63	\$ 853.63	\$ 933.82
9500 Mbps	\$ 1,019.48	\$ 1,019.48	\$ 1,019.48	\$ 1,019.48	\$ 1,107.96
10000 Mbps	\$ 1,185.33	\$ 1,185.33	\$ 1,185.33	\$ 1,185.33	\$ 1,282.10

**Feature MRC**

Feature	MRC
Enhanced Multicast	\$ 70.00

WK# - Interstate-InterLATA – TBD WK# - ILEC-Intrastate –TBD  Please sign by 12/31/17.	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
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**AT&T Switched Ethernet Service<sup>SM</sup> (with Network On Demand)  
Pricing Schedule Provided Pursuant to Custom Terms (For E-Rate)**

**5.1.3 Non Recurring Charges (NRC)**

Standard Non Recurring Charges for installation of new Customer Port Connections, per the applicable Service Publication, will be waived.

**5.1.4 Additional Charges**

Charges for additional Service options may apply per Service Publication. Charges for special construction, if needed, may also apply.

**6. SPECIAL TERMS, CONDITIONS or OTHER REQUIREMENTS**

**6.1 Special Conditions for 10 Gbps Customer Port Connections**

Basic Ports with transmission speeds of 10 Gbps are available only under certain custom/ICB contracting arrangements and are not fully supported by the Network on Demand process at this time. If Customer has any 10 Gbps Port(s) and wishes to change the CIR of any such Port(s) to values equal to or less than the initially contracted port configuration (Attachment A, Table 2), change the applicable CoS or establish EVCs within permissible parameters, then Customer may use the AT&T Business Center portal to request and schedule such changes. Point-to-point EVCs can be set in 1 Mbps increments from 1 Mbps to 2000 Mbps. Multipoint EVCs can be set in 1 Mbps increments from 1 Mbps to 1000 Mbps. Real Time Class of Service is not available for EVCs exceeding 1000 Mbps. If Customer wishes to increase the CIR above the initially contracted port configuration or make any changes other than as set forth above, Customer must contact AT&T using standard processes to determine whether such changes can be made and whether any modifications to Customer's contract may be required. Requests for EVC CIR above the limits set forth above will be evaluated on an Individual Case Basis, taking into consideration factors such as facility conditions and the impact of the requested configuration on network performance.

**6.2 Accelerated Discount**

	<b>Accelerated Discount</b>	<b>Liability upon early termination of any Service Component</b>
Special Construction Charges Discount	\$162,493.51	100% of the accelerated discount divided by the number of months in the Pricing Schedule Term multiplied by the number of months remaining in the Pricing Schedule Term at date of termination

**6.3 BUSINESS DOWNTURN**

In the event of a business downturn beyond Customer's control; or a corporate divestiture, merger or acquisition; or a significant restructuring or reorganization of Customer's business; or a force majeure event, any of which significantly impairs Customer's need for the quantity or type of Service provided under this Pricing Schedule, Customer and AT&T shall negotiate in good faith appropriate and commercially reasonable revisions to Customer's commitments, and/or prices and discounts, under this Pricing Schedule. If the parties reach agreement on a revised set of commitments, and/or prices and discounts, AT&T and Customer will amend this Pricing Schedule prospectively. This provision may be invoked by Customer during the Pricing Schedule Term only once and no earlier than the 25<sup>th</sup> month of the Pricing Schedule Term. This provision will not apply to a change resulting from or related to Customer's decision to use any service provider(s) other than AT&T. Customer will provide AT&T written notice of the conditions Customer believes will require the application of this provision. This provision does not constitute a waiver of any charges, including monthly recurring charges and shortfall charges, Customer incurs prior to amendment of this Pricing Schedule.



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**AT&T Switched Ethernet Service<sup>SM</sup> (with Network On Demand)**  
**Pricing Schedule Provided Pursuant to Custom Terms (For E-Rate)**

**ATTACHMENT A**

**RATES and CHARGES; INITIAL SERVICE COMPONENTS, SITE and SERVICE CONFIGURATION**

Community Action Partnership of Kern

**A-1 Rates and Charges; Initial Quantities**

Prices for AT&T Switched Ethernet Service include any required Customer Premises Support Structure.

Service Components	Quantity New	MRC, per Unit
Customer Port Connection - 100 Mbps / Basic / EYQEX	53	\$ 167.00
100Mb CIR / Interactive - Basic Only / R6ELX	53	\$ 183.00
Customer Port Connection - 10 Gig / Basic / EYQGX	2	\$ 750.00
5000Mb CIR / Interactive - Basic Only / R61HX	1	\$ 687.78
10000Mb CIR / Interactive - Basic Only / R61SX	1	\$ 1,185.33

**A-2 Minimum Quantity New Commitment**

Required Installation Date	Monthly Shortfall Charge
Within six (6) months after the Effective Date, excluding AT&T delay	50% of MRC (partial months prorated) for each "Quantity New" Service Component not installed by Required Installation Date until installed or, if not installed, until the end of the Pricing Schedule Term

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**AT&T Switched Ethernet Service<sup>SM</sup> (with Network On Demand)**  
**Pricing Schedule Provided Pursuant to Custom Terms (For E-Rate)**

**A-3. Initial Sites and Service Configuration**

**Jurisdiction:** By selecting "Interstate" Customer certifies that the interstate traffic (including Internet and international traffic) will constitute more than 10% of the total traffic on the Port. By selecting "Intrastate" Customer certifies that the interstate traffic (including Internet and international traffic) will constitute 10% or less of the total traffic on the Port.

**Table 1 - Complete a line for each Customer Port Connection.**

WK# - Interstate-InterLATA – TBD WK# - ILEC-Intrastate –TBD  Please sign by 12/31/17.	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
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**AT&T Switched Ethernet Service<sup>SM</sup> (with Network On Demand)  
Pricing Schedule Provided Pursuant to Custom Terms (For E-Rate)**

<b>Port ID #</b>	<b>Street Address, City, State</b>	<b>Jurisdiction</b>
1.	5005 BUSINESS PARK NORTH, BKFD, CA 93309	Intrastate
2.	3000 STERLING RD, BKFD, CA 93306	Intrastate
3.	5704 PIONEER DR, BKFD, CA 93306	Intrastate
4.	7998 ALICANTE AV, LMNT, CA 93241	Intrastate
5.	525 CASA LOMA DR, BKFD, CA 93307	Intrastate
6.	1314 OSWELL, BKFD, CA 93306	Intrastate
7.	3101 MALL VIEW RD, BKFD, CA 93306	Intrastate
8.	1410 11TH, BKFD, CA 93304	Intrastate
9.	1835 CECIL AV, DLNO, CA 93215	Intrastate
10.	1900 E CALIFORNIA AV, BKFD, CA 93307	Intrastate
11.	1500 S FAIRFAX RD, BKFD, CA 93307	Intrastate
12.	425 E FAIRVIEW RD, BKFD, CA 93307	Intrastate
13.	1900 FAITH AV, BKFD, CA 93304	Intrastate
14.	2400 TRUXTUN AV, BKFD, CA 93301	Intrastate
15.	2320 MOUNT VERNON AV, BKFD, CA 93306	Intrastate
16.	5055 CALIFORNIA AV, BKFD, CA 93309	Intrastate
17.	8201 PALM AV, LMNT, CA 93241	Intrastate
18.	3811 RIVER BL, BKFD, CA 93305	Intrastate
19.	1940 INYO, MOJ, CA 93501	Intrastate
20.	1015 NOBLE AV, BKFD, CA 93305	Intrastate
21.	127 E MINNER AV, BKFD, CA 93308	Intrastate
22.	1000 PACIFIC, BKFD, CA 93305	Intrastate
23.	1825 FELIZ DR, BKFD, CA 93307	Intrastate
24.	4404 PIONEER DR, BKFD, CA 93306	Intrastate
25.	2400 PLANZ RD, BKFD, CA 93304	Intrastate
26.	1111 BUSH, ARV, CA 93203	Intrastate
27.	1100 9TH, BKFD, CA 93304	Intrastate
28.	2324 VERDE, BKFD, CA 93304	Intrastate
29.	10300 SAN DIEGO, LMNT, CA 93241	Intrastate
30.	2800 AGATE, BKFD, CA 93304	Intrastate
31.	452 W LOS ANGELES AV, SHFTR, CA 93263	Intrastate

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Please sign by 12/31/17.

For AT&T Administrative Use Only

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**AT&T Switched Ethernet Service<sup>SM</sup> (with Network On Demand)  
Pricing Schedule Provided Pursuant to Custom Terms (For E-Rate)**

Port ID #	Street Address, City, State	Jurisdiction
32.	3800 JEWETT AV, BKFD, CA 93301	Intrastate
33.	315 STINE RD, BKFD, CA 93309	Intrastate
34.	1600 POPLAR AV, WASCO, CA 93280	Intrastate
35.	1120 S CURRY, TEHACH, CA 93561	Intrastate
36.	14327 S VINELAND RD, BKFD, CA 93307	Intrastate
37.	3301 VIRGINIA AV, BKFD, CA 93307	Intrastate
38.	1201 WILLIAMS, BKFD, CA 93305	Intrastate
39.	400 WILLOW DR, BKFD, CA 93308	Intrastate
40.	2424 COTTONWOOD RD, BKFD, CA 93307	Intrastate
41.	16804 HIGHWAY 14, MOJ, CA 93501	Intrastate
42.	455 E EUCLID AV, SHFTR, CA 93263	Intrastate
43.	500 E CALIFORNIA AV, BKFD, CA 93307	Intrastate
44.	1001 MAIN, DLNO, CA 93215	Intrastate
45.	204 S HILL, ARV, CA 93203	Intrastate
46.	15580 O, MOJ, CA 93501	Intrastate
47.	230 S MONTCLAIR, BKFD, CA 93309	Intrastate
48.	6019 NILES, BKFD, CA 93306	Intrastate
49.	525 ROBERTS LN, BKFD, CA 93308	Intrastate
50.	4600 PANAMA LN, BKFD, CA 93313	Intrastate
51.	2739 DIAMOND, ROSAMOND, CA 93560	Intrastate
52.	650 JAMES, SHFTR, CA 93263	Intrastate
53.	108 S ROBINSON, TEHACH, CA 93561	Intrastate
54.	2101 7TH, WASCO, CA 93280	Intrastate
55.	2584 FELSITE AV, ROSAMOND, CA 93560	Intrastate

**Table 2 – Service Components and Features associated with Customer Port Connections identified above.**

Port ID #	Customer Port Connection Speed	CIR Speed for Ports 1 Gbps & Below	CIR Speed for Ports 10 Gbps & Above	Class of Service	Add'l MAC Addresses	Enhanced Multicast
1.	10 Gbps Basic	N/A	10000 Mbps	Interactive	No	No
2.	10 Gbps Basic	N/A	5000 Mbps	Interactive	No	No
3.	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No

WK# - Interstate-InterLATA – TBD

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**AT&T Switched Ethernet Service<sup>SM</sup> (with Network On Demand)  
Pricing Schedule Provided Pursuant to Custom Terms (For E-Rate)**

Port ID #	Customer Port Connection Speed	CIR Speed for Ports 1 Gbps & Below	CIR Speed for Ports 10 Gbps & Above	Class of Service	Add'l MAC Addresses	Enhanced Multicast
4.	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
5.	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
6.	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
7.	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
8.	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
9.	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
10.	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
11.	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
12.	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
13.	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
14.	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
15.	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
16.	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
17.	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
18.	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
19.	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
20.	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
21.	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
22.	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
23.	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
24.	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
25.	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
26.	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
27.	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
28.	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
29.	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
30.	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
31.	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
32.	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
33.	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
34.	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
35.	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
36.	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
37.	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No

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**AT&T Switched Ethernet Service<sup>SM</sup> (with Network On Demand)  
Pricing Schedule Provided Pursuant to Custom Terms (For E-Rate)**

Port ID #	Customer Port Connection Speed	CIR Speed for Ports 1 Gbps & Below	CIR Speed for Ports 10 Gbps & Above	Class of Service	Add'l MAC Addresses	Enhanced Multicast
38.	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
39.	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
40.	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
41.	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
42.	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
43.	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
44.	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
45.	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
46.	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
47.	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
48.	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
49.	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
50.	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
51.	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
52.	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
53.	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
54.	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No
55.	100 Mbps Basic	100 Mbps	N/A	Interactive	No	No

**End of Document**



## E-rate Rider Category 1 Services, Facilities and/or Equipment

### ATTACHMENT TO AT&T Switched Ethernet Pricing Schedule Signed May 2017 (Agreement") FOR SERVICES AND/OR PRODUCTS SUBJECT TO UNIVERSAL SERVICES ("E-RATE") FUNDING

This Attachment ("Attachment"), entered into by **AT&T California**. [Insert name of AT&T affiliate] ("AT&T") and Community Action Partnership of Kern "Customer") and effective as of the date last signed below ("Effective Date"), is an attachment to the Agreement. This Attachment shall have the same term as the Agreement. If there are any inconsistencies between the Agreement and this Attachment with respect to the Service for which E-rate funding is sought, the terms and conditions of this Attachment shall control.

This Attachment provides additional terms and conditions that apply when Customer obtains an end-to-end solution involving the use of terminating equipment ("Equipment") as part of its service from AT&T pursuant to FCC order # 99-216 ("Tennessee Decision"). If called for in the applicable Statement of Work, this Attachment also provides additional terms and conditions for the installation of conduit pathway support structure ("CPSS") installed by AT&T in order to bring Service to Customer's demarcation point.

#### TERMS AND CONDITIONS APPLICABLE TO E-RATE FUNDED PRODUCTS AND SERVICES

Customer has represented that it intends to seek funding through the Federal Universal Service Fund program known as "E-Rate" for some or all of the Services or Service Components purchased under the Agreement. E-Rate is administered by the Schools and Libraries Division ("SLD") of the Universal Service Fund Administrative Company ("USAC") (sometimes collectively or individually referred to herein as "USAC/SLD"). The Federal Communications Commission ("FCC") has promulgated regulations that govern the participation in the E-Rate program. Both Parties agree to adhere to FCC regulations as well as the rules established by SLD and USAC regarding participation in the E-Rate program. The Parties further agree:

1. Reimbursement of USAC/SLD. If USAC/SLD seeks reimbursement from AT&T of E-Rate funds as a result of Customer's failure to comply with the E-Rate rules or regulations, including Customer delays in submitting required forms or contracts; or if USAC/SLD determines that Services which it had previously approved for discounts are not eligible and funds must be returned (a "ComAd") (other than as the result of AT&T's failure to comply with the E-Rate requirements), then Customer shall reimburse AT&T for any such funds AT&T must return to USAC/SLD within ninety (90) days of notice from USAC/SLD seeking reimbursement. In addition, Customer agrees and acknowledges that a determination of ineligibility, reduction or other non-funding by USAC/SLD does not affect the obligations set forth in the Agreement, including those obligations related to payments and early termination fees.
2. Eligibility of Products and Services. The eligibility or ineligibility of products or services for E-Rate funding is solely the responsibility of the USAC/SLD and/or the FCC. AT&T makes no representations or warranties regarding such eligibility.
3. Service Substitutions. Customer acknowledges that USAC/SLD funding commitments are based upon the products, services and locations set forth in the Form 471 and that any modification to the products and services and/or the locations at which the products or services are to be installed and/or provided, requires Customer to file a service substitution with USAC/SLD, seeking permission to receive alternative service or receive the service to an alternative location. If Customer intends to make any such service substitutions, then Customer agrees to pursue USAC/SLD approval for them, and file any and all requisite documentation, diligently. AT&T will provide Services and Service Components only as approved by the USAC/SLD and may suspend activities pending approval of service substitution requests.
4. Requested Information. If requested, Customer will promptly provide AT&T with final copies of the following E-Rate-related materials (including all attachments) prepared by or for Customer: (i) Form 471 and Item 21 Attachment; if appropriate, (ii) Form 486; (iii) Form 500; (iv) Service Substitution Request; (v) Service Certification Form; and, (vi) Form 472-BEAR. If the Customer issues purchase orders, Customer shall clearly delineate between eligible and non-eligible Services on those orders.
5. Representations, Warranties and Indemnities. Each Party represents and warrants that it has and will comply with all laws and the requirements applicable to the E-Rate Program. In addition to any indemnification obligations set forth in

#### CONFIDENTIAL INFORMATION

*This agreement is for use by the authorized employees of the parties hereto only  
and is not for general distribution within or outside the companies.*





## E-rate Rider

### Category 1 Services, Facilities and/or Equipment

the Agreement and to the extent permitted by law, each Party agrees to indemnify and hold harmless the other Party (its employees, officers, directors and agents, and its parents and affiliates under common control) from and against all third party claims (including FCC or USAC/SLD claims) and related loss, liability, damage and expense (including reasonable attorney's fees) arising out of the indemnifying Party's violation of the E-Rate Requirements or breach of the representations, warranties, and terms contained in this Attachment.

6. Non-Appropriations. By executing the Agreement, Customer warrants that Customer has funds appropriated and available to pay all amounts due hereunder through the end of Customer's current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Agreement Term. In the event Customer is unable to obtain the necessary appropriations for the Services provided under this Attachment, Customer may terminate the Services without liability for the termination charges upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith with AT&T to develop revised terms, an alternative payment schedule or a new agreement to accommodate Customer's budget. Customer must provide AT&T thirty (30) days' written notice of its intent to terminate the Services. Termination of the Services for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Attachment, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement Term.

#### 7. Customer Must Choose A or B

##### A.) ☐ [OPTION "A" IS AVAILABLE FOR NEW OR EXISTING SERVICES]

**CUSTOMER DIRECTS AT&T TO COMMENCE OR CONTINUE SERVICES EVEN IF FUNDING COMMITMENT DECISION LETTER ("FCDL") HAS NOT BEEN RECEIVED FROM USAC/SLD. CUSTOMER ACKNOWLEDGES ITS OBLIGATION TO PAY FOR THE SERVICE IF FUNDING IS DENIED OR USAC/SLD COMMITMENT IS NOT RECEIVED.**

(i). Scope: ***Customer desires that Services commence on or about July 1 unless a different date is inserted here***. Customer intends to seek funding from the USAC/SLD, but acknowledges that it may not receive an FCDL prior to this date and that it is possible that USAC/SLD may delay, or not approve funding.

(ii). Funding Denial Agreement Termination: CUSTOMER ACKNOWLEDGES THAT THERE IS NO RIGHT TO TERMINATE THE SERVICES OR SERVICE COMPONENTS MADE THE BASIS OF THIS ATTACHMENT IF E-RATE FUNDING IS DELAYED OR DENIED.

Customer should refer to the E-Rate Rules and Regulations regarding USAC/SLD payments for eligible services delivered after the beginning of the E-Rate year (July 1st) but before receipt of an FCDL.

##### B.) ☒ [OPTION "B" IS APPROPRIATE FOR NEW SERVICES]

**SERVICES WILL NOT COMMENCE AND/OR EQUIPMENT WILL NOT SHIP UNTIL AT&T RECEIVES NOTIFICATION THAT E-RATE FUNDS HAVE BEEN COMMITTED; IF E-RATE FUNDING FOR SERVICES AND/OR EQUIPMENT IS DENIED, AGREEMENT WILL TERMINATE AS TO THOSE SERVICES AND/OR EQUIPMENT UNLESS AND UNTIL A NEW ATTACHMENT (REPLACING THIS ATTACHMENT) IS EXECUTED.**

(i). Scope: Customer agrees to use best efforts to obtain funding from the USAC/SLD. AT&T will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after AT&T receives Customer notification to proceed with the order, and verification of funding approval, and, for Internal Connections (IC), a verification of Form 486 approval by the USAC/SLD. AT&T will commence Service(s) as soon as is practical following the receipt of the appropriate documentation.

#### CONFIDENTIAL INFORMATION

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and is not for general distribution within or outside the companies.*





## E-rate Rider

### Category 1 Services, Facilities and/or Equipment

(ii). Funding Denial Agreement Termination: if a funding request is denied by the USAC/SLD, the Agreement, with respect to such Service(s) and/or equipment, shall terminate sixty (60) days from the date of the FCDL in which E-Rate funding is denied or on the 30<sup>th</sup> day following the final appeal of such denial, and Customer will not incur termination liability. In the event Services and/or equipment are to be provided pursuant to a multi-year arrangement (whether by contract or tariff), this termination right applies only to the first year of the multi-year agreement.

(iii). IF CUSTOMER WISHES TO CHANGE ITS SELECTION AND WISHES AT&T TO COMMENCE SERVICES REGARDLESS OF FUNDING COMMITMENT FROM THE USAC/SLD, CUSTOMER WILL EXECUTE A NEW (REPLACEMENT) ATTACHMENT, AND AGREE TO THE TERMS SET FORTH IN "A" ABOVE. Upon execution of the Replacement Attachment, the Parties will mutually agree upon a Service Commencement Date.

This provision does not apply to Services that were initially approved for funding and subsequently deemed ineligible by USAC/SLD after commencement of Service

#### 8. AT&T Owned Equipment - General Terms and Conditions

To the extent provided in the applicable Statement of Work, Customer desires Services to be rendered to its location(s) by placing Equipment (e.g. routers, switches) on the Customer's premises (the "Premises"). Customer does not wish to provide this Equipment itself, but instead requests the placement of the Equipment as part of the construction associated with the delivery of the underlying Service.

A. Accordingly, Customer hereby:

- Grants AT&T a license to install, operate, and maintain such Equipment and such additional, supplemental or replacement equipment as AT&T may from time to time deem necessary or desirable for the provision of services contemplated by the Service Agreement) within the Premises at such locations as mutually agreed by the parties at the time of installation, for so long as AT&T is providing the Services.
- Confirms such license shall include a right of access to, from and within the Premises for purposes of installing, operating, maintaining, repairing and replacing such Equipment. All Equipment brought onto the Premises by AT&T will be deemed the personal property of AT&T (regardless of whether such Equipment is attached or affixed to the Premises) and Customer shall have no right to or interest in such Equipment.
- Agrees to provide adequate space and electric power for the Equipment and keep the Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage to the Equipment (other than ordinary wear and tear), except to the extent caused by AT&T or its agents. The Equipment will be provided at the prices set forth in the attached Statement of Work.
- Agrees to notify AT&T of any and all issues arising out of or related to such Equipment, including the need for maintenance or repair, and assumes responsibility for notifying any other contractors or persons with a need to know, of the presence of the equipment and their location.
- Agrees to indemnify and hold AT&T harmless from any and all liability that may arise out of the presence and placement of such equipment, except for AT&T's gross negligence.
- Grants AT&T the right, but not the obligation, to remove all or any part of such equipment from the Premises at any time after the termination of the Service.

#### B. Terms of Equipment Usage – E-Rate Category 1 Funding

Pursuant to the Tennessee Decision referenced above, the Parties agree:

- The same service provider will supply the Equipment and associated eligible Category 1 telecommunications services or Internet access services.
- The Equipment is owned by AT&T. Ownership of the Equipment will not transfer to the Customer in the future, and neither the Master Agreement nor this Attachment includes an option to purchase the Equipment.
- AT&T will provide and maintain the Equipment on the Premise as part of these services.
- The Equipment is capable of servicing other customers of the service provider. Customer has no right to exclusive use of the Equipment, and AT&T may use the Equipment to provide service to another customer.

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## **E-rate Rider**

### **Category 1 Services, Facilities and/or Equipment**

- The Equipment shall not be used by Customer for any purpose other than receipt of the eligible telecommunications or Internet access service of which it is a part.
- The Local Area Network for data communications of the school or library is functional without dependence on the Category 1 Equipment. Customer will provide equipment within their LAN to connect to the Category 1 Equipment.

Additionally, overall SLD program rules and eligibility requirements apply, and these requirements may change from time to time.

#### **C. Customer Site Obligations**

Please note that there are some important Customer obligation areas to facilitate timely Equipment installation and service delivery. Accordingly, Customer agrees to provide the following:

D. **PATH** - The Customer is responsible for providing or causing the property owner to provide a path from the property line into the building. A clear underground or aerial path is required from the property line where AT&T ILEC facilities exist, to the equipment room designated to support the entrance fiber.

E. **SPACE** - Customer is responsible for providing appropriate floor space and a properly installed equipment rack of suitable strength and quality to properly support the intended Equipment and the location of the Demarcation Point in compliance with FCC and AT&T service requirements.

The appropriate space and location will be mutually agreed following an AT&T site visit by an authorized AT&T Engineer. Any Demarcation Point location which is further than the closest practicable point to the Minimum Point of Entry (MPOE) in the building will require custom work which is not eligible for E-Rate Category 1 (C1) funding, and must be paid for by the Customer.

F. **ENVIRONMENTAL** - Operating environment should be between +40° F and 100° F at 0% to 85% relative humidity (RH-Non-Condensing).

G. **POWER - GROUND** - Customer will need to provide permanent, dedicated, 3-prong grounded power for the Equipment being installed. Power requirements can consist of nominal -48VDC, +24/-24 VDC, 110V, 125V, 220V, etc. located within 3 feet of the AT&T Equipment. AT&T may require more than one power outlet for some Equipment types, and there are specific amperage requirements for different Equipment types.

Relay racks/cabinets must be properly grounded by placing an exposed #6 or larger grounding wire to the building's ground source. This ground wire will be attached to the closest ground rod (earth ground) or building bus bar available and run to the Network Terminating Equipment location in the room.

Site specific customer obligations will also be provided by AT&T personnel via e-mail upon finalization of this Attachment.

#### **9. Customer Owned Facilities - General Terms and Conditions.**

To the extent provided in the applicable Statement of Work, Customer desires Services to be rendered to its location(s) by placing conduit and/or other conduit pathway support structures ("CPSS" or "Facilities") on the Customer's premises (the "Premises"). Customer does not wish to provide these Facilities itself, but instead requests the placement of the Facilities as part of the construction and installation work associated with the delivery of the underlying Service.

Accordingly, Customer hereby:

- Grants AT&T a license to install and operate -- in accordance with the designs agreed to within the Statement of Work, Scope of Work, or other documents, approved by the parties in connection with this project -- such Facilities and such additional or replacement Facilities as AT&T may from time to time deem necessary or desirable for the provision of the Services contemplated by the Service Agreement, at such locations as mutually agreed by the parties at the time of installation, for so long as AT&T is providing the Services.
- Confirms such license shall include a right of access to, from and within the Premises for purposes of installing, repairing and replacing such Facilities. All Facilities brought onto the Premises by AT&T will be deemed the property of Customer.
- Confirms that Customer shall be responsible for the cost of any installation, maintenance, repair or replacement of the Facilities.

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## E-rate Rider

### Category 1 Services, Facilities and/or Equipment

- Assumes responsibility for notifying any other contractors or persons with a need to know, of the presence of the Facilities and the location of such Facilities;
- In addition to any early termination charges identified in the Agreement or Pricing Schedule, Customer is also liable for 100% of the cost of \$9200 for each site at which AT&T installs Customer Premise Support Structure facilities (CPSS). All early termination charges, plus recovery of entrance facility costs, shall not exceed the total amount Customer would have been required to pay for the Service if it had not terminated early.

#### 10. Choice of Funding Method

Customer acknowledges its obligation to designate the method by which it will receive E-Rate discounts. With respect to each discount method, Customer agrees as follows:

##### Billed Entity Application Reimbursement ("BEAR") – Form 472:

Beginning with the 2016 Program Year, Applicants will file their BEAR forms online in the E-rate Productivity Center (EPC). Applicants will receive their payments from USAC directly to their bank accounts without any Service Provider involvement. The Applicant will need to complete an FCC Form 498 to obtain an Applicant 498 ID and to notify USAC of their banking information. It is solely the Applicant's responsibility to ensure the accuracy of the BEAR submission and the amounts sought to be recovered through the E-rate Program.

##### Service Provider Invoice Form - ("SPI") – Form 474:

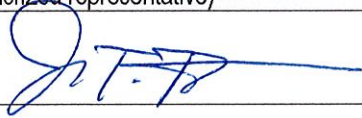
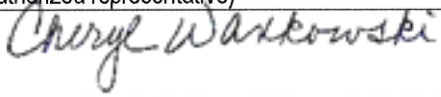
After AT&T has received notification of approved funding, an approved Form 486, and Customer has confirmed the appropriate Billed Accounts to be discounted per Funding Request Number, AT&T will then provide E-rate program discounts and will file a Form 474 SPI. Customer agrees to promptly submit any AT&T or USAC/SLD Forms needed to support requests for payment of Services rendered. In the event SLD denies payment, Customer will be responsible for repayment of all funds provided to Customer by AT&T associated with this process.

**FCC RULES REQUIRE THAT PRIOR TO SUBMISSION OF A FORM 471 APPLICATION FOR FUNDING THE PARTIES MUST HAVE ENTERED INTO A BINDING CONTRACT FOR THE SERVICES MADE THE SUBJECT OF THE APPLICATION. IT IS THE CUSTOMER'S RESPONSIBILITY TO ENSURE THAT STATE LAW REQUIREMENTS FOR A BINDING CONTRACT HAVE BEEN MET PRIOR TO THE SUBMISSION OF A FORM 471.**

☐ THIS ATTACHMENT REPLACES THE ATTACHMENT BETWEEN THE PARTIES DATED <Date of Original Attachment>.

SO AGREED by the Parties' respective authorized signatories:

**Insert E-Rate Billed Entity Number (BEN): 17001576**

<b>Community Action Partnership of Kern</b> (by its authorized representative)	<b>AT&amp;T</b> (by its authorized representative)
By: 	By: 
Name: <u>Jeremy T. Tobias</u>	Name: Cheryl Wankowski
Title: <u>Executive Director</u>	Title: SENIOR CUSTOMER CONTRACTS
Date: <u>5/11/17</u>	Date: 11 May 2017

#### **CONFIDENTIAL INFORMATION**

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## Description of Services Ordered and Certification Form 471

### FCC Form 471

#### Application Information

<b>Nickname</b>	CAPK 2018	<b>Application Number</b>	181005353
<b>Funding Year</b>	2018	<b>Category of Service</b>	Category 1

#### Billed Entity

Community Action Partnership of Kern  
5005 Business Park North Bakersfield CA 93309  
661-336-5236  
bvanderhoff@capk.org

#### Contact Information

Bryon Vanderhoff  
661-369-8985  
bvanderhoff@capk.org

**Billed Entity Number** 17001576  
**FCC Registration Number** 0020230959  
**Applicant Type** School District

**Holiday/Summer Contact Information** Bryon Vanderhoff bvanderhoff@capk.org 661-369-8985

#### Entity Information

##### School District Entity - Details

BEN	Name	Urban/ Rural	State LEA ID	State School ID	NCES Code	School District Attributes	Endowment
17001576	Community Action Partnership of Kern	Urban				Private School District	None

#### Related Entity Information

##### Related Child School Entity - Details

BEN	Name	Urban/ Rural	State LEA ID	State School ID	NCES Code	Alternative Discount	School Attributes	Endowment
16077608	CDC- CALIFORNIA CITY	Rural				None	Head Start; Pre-K; Private School	None
16077589	CDC-ALBERTA DILLARD	Urban				None	Head Start; Pre-K; Private School	None
16077590	CDC-ALICANTE	Urban				None	Head Start; Pre-K; Private School	None
16077596	CDC-BUTTONWILLOW	Rural				None	Head Start; Pre-K; Private School	None
16077609	CDC-CASA LOMA	Urban				None	Head Start; Pre-K; Private School	None

BEN	Name	Urban/ Rural	State LEA ID	State School ID	NCES Code	Alternative Discount	School Attributes	Endowment
16044793	CDC-CLEO FORAN	Urban				None	Head Start; Pre-K; Private School	None
16077611	CDC-DELANO	Urban				None	Head Start; Pre-K; Private School	None
16044801	CDC-FAIRVIEW	Urban				None	Head Start; Pre-K; Private School	None
16044800	CDC-FRANKLIN	Urban				None	Head Start; Pre-K; Private School	None
16044808	CDC-LOST HILLS	Rural				None	Head Start; Pre-K; Private School	None
16044813	CDC-MARTHA J MORGAN	Urban				None	Head Start; Pre-K; Private School	None
16044815	CDC-MCFARLAND	Rural				None	Head Start; Pre-K; Private School	None
16044819	CDC-MOJAVE	Rural				None	Head Start; Pre-K; Private School	None
16044821	CDC-NOBLE	Urban				None	Head Start; Pre-K; Private School	None
16044822	CDC-OASIS	Urban				None	Head Start; Pre-K; Private School	None
16077617	CDC-PETE PARRA	Urban				None	Head Start; Pre-K; Private School	None
16044825	CDC-PIONEER	Urban				None	Head Start; Pre-K; Private School	None
16044826	CDC-PLANZ	Urban				None	Head Start; Pre-K; Private School	None
16044827	CDC-PRIMEROS PASOS	Rural				None	Head Start; Pre-K; Private School	None
16044830	CDC-ROSAMOND	Rural				None	Head Start; Pre-K; Private School	None
16044833	CDC-SAN DIEGO	Urban				None	Head Start; Pre-K; Private School	None
16044834	CDC-SEIBERT	Urban				None	Head Start; Pre-K; Private School	None
16044835	CDC-SHAFTER	Rural				None	Head Start; Pre-K; Private School	None
16077620	CDC-SHAFTER	Rural				None	Head Start; Pre-K; Private School	None
16044838	CDC-STELLA HILLS	Urban				None	Head Start; Pre-K; Private School	None
16044839	CDC-STERLING	Urban				None	Head Start; Pre-K; Private School	None
16044842	CDC-STINE	Urban				None	Head Start; Pre-K; Private School	None
16044843	CDC-SUNRISE VILLA	Urban				None	Head Start; Pre-K; Private School	None
16077618	CDC-TAFT	Rural				None	Head Start; Pre-K; Private School	None
16044845	CDC-TEHACHAPI	Rural				None	Head Start; Pre-K; Private School	None
16044848	CDC-VINELAND	Rural				None	Head Start; Pre-K; Private School	None
16044849	CDC-VIRGINIA	Urban				None	Head Start; Pre-K; Private School	None
16044852	CDC-WILLIAMS	Urban				None	Pre-K; Private School	None
16077619	CDC-WILLOW TREE	Urban				None	Head Start; Pre-K; Private School	None

BEN	Name	Urban/ Rural	State LEA ID	State School ID	NCES Code	Alternative Discount	School Attributes	Endowment
17006290	CDC-Fairfax	Urban				None	Pre-K; Private School	None
17006291	CDC-East California	Urban				None	Head Start; Pre-K; Private School	None
16044804	CDC-HERITAGE PARK	Urban				None	Head Start; Pre-K; Private School	None
16044823	CDC-OILDALE	Urban				None	Head Start; Pre-K; Private School	None
17006451	CDC-FAITH	Urban				None	Head Start; Pre-K; Private School	None
17006452	CDC-LAMONT	Urban				None	Head Start; Pre-K; Private School	None
17006453	CDC-PACIFIC	Urban				None	Head Start; Pre-K; Private School	None
17006454	CDC-ROOSEVELT	Urban				None	Head Start; Pre-K; Private School	None
17013234	CDC-Wesley	Urban				None	Head Start; Pre-K; Private School	None

### **Related Child School Entity - Discount Rate Calculation Details**

BEN	Name	Urban/ Rural	Number of Students	Students Count Based on Estimate	CEP Percentage
16077608	CDC- CALIFORNIA CITY	Rural	34	N/A	
16077589	CDC-ALBERTA DILLARD	Urban	68	N/A	
16077590	CDC-ALICANTE	Urban	34	N/A	
16077596	CDC-BUTTONWILLOW	Rural	20	N/A	
16077609	CDC-CASA LOMA	Urban	34	N/A	
16044793	CDC-CLEO FORAN	Urban	34	N/A	
16077611	CDC-DELANO	Urban	90	N/A	
16044801	CDC-FAIRVIEW	Urban	34	N/A	
16044800	CDC-FRANKLIN	Urban	24	N/A	
16044808	CDC-LOST HILLS	Rural	20	N/A	
16044813	CDC-MARTHA J MORGAN	Urban	83	N/A	
16044815	CDC-MCFARLAND	Rural	34	N/A	
16044819	CDC-MOJAVE	Rural	34	N/A	
16044821	CDC-NOBLE	Urban	34	N/A	
16044822	CDC-OASIS	Urban	84	N/A	
16077617	CDC-PETE PARRA	Urban	116	N/A	
16044825	CDC-PIONEER	Urban	34	N/A	
16044826	CDC-PLANZ	Urban	34	N/A	
16044827	CDC-PRIMEROS PASOS	Rural	80	N/A	
16044830	CDC-ROSAMOND	Rural	40	N/A	
16044833	CDC-SAN DIEGO	Urban	24	N/A	
16044834	CDC-SEIBERT	Urban	34	N/A	
16044835	CDC-SHAFTER	Rural	34	N/A	
16077620	CDC-SHAFTER	Rural	20	N/A	
16044838	CDC-STELLA HILLS	Urban	34	N/A	
16044839	CDC-STERLING	Urban	74	N/A	
16044842	CDC-STINE	Urban	94	N/A	

<b>BEN</b>	<b>Name</b>	<b>Urban/ Rural</b>	<b>Number of Students</b>	<b>Students Count Based on Estimate</b>	<b>CEP Percentage</b>
16044843	CDC-SUNRISE VILLA	Urban	34	N/A	
16077618	CDC-TAFT	Rural	54	N/A	
16044845	CDC-TEHACHAPI	Rural	34	N/A	
16044848	CDC-VINELAND	Rural	34	N/A	
16044849	CDC-VIRGINIA	Urban	34	N/A	
16044852	CDC-WILLIAMS	Urban	34	N/A	
16077619	CDC-WILLOW TREE	Urban	102	N/A	
17006290	CDC-Fairfax	Urban	68	N/A	
17006291	CDC-East California	Urban	70	N/A	
16044804	CDC-HERITAGE PARK	Urban	34	N/A	
16044823	CDC-OILDALE	Urban	34	N/A	
17006451	CDC-FAITH	Urban	34	N/A	
17006452	CDC-LAMONT	Urban	34	N/A	
17006453	CDC-PACIFIC	Urban	62	N/A	
17006454	CDC-ROOSEVELT	Urban	34	N/A	
17013234	CDC-Wesley	Urban	60	N/A	

#### **Related School District NIFs**

<b>School District BEN</b>	<b>School District Name</b>	<b>NIF BEN</b>	<b>NIF Name</b>
17001576	Community Action Partnership of Kern	17006281	CDC-Central Kitchen
17001576	Community Action Partnership of Kern	17006287	CDC-Maintenance
17001576	Community Action Partnership of Kern	17006289	CDC-Administration
17001576	Community Action Partnership of Kern	17013231	CAPK Home base

#### **Discount Rate**

<b>School District Enrollment</b>	<b>School District NSLP Count</b>	<b>School District NSLP Percentage</b>	<b>School District Urban/ Rural Status</b>	<b>Category One Discount Rate</b>	<b>Category Two Discount Rate</b>	<b>Voice Discount Rate</b>
2035	2035	100.0%	Urban	90%	85%	10%

## Funding Request for FRN #1899057941

**Funding Request Nickname:** 2018 AT&T Security Bundle

**Service Type:** Data Transmission and/or Internet Access

**What is the FRN number from the previous year ?** 1799109676

### Agreement Information - Contract

<b>Contract Number</b>		<b>Account Number</b>	
<b>Establishing FCC Form 470</b>	170069118	<b>Service Provider</b>	AT&T Corp. (SPN: 143001192)
<b>Was an FCC Form 470 posted for the product and/or services you are requesting?</b>	Yes	<b>Based on State Master Contract?</b>	No
<b>Award Date</b>	April 25, 2017	<b>Based on a multiple award schedule?</b>	No
<b>How many bids were received for this contract?</b>	3	<b>Includes Voluntary Extensions?</b>	Yes
<b>What is the service start date?</b>	July 01, 2018	<b>Remaining Voluntary Extensions</b>	2
		<b>Total Remaining Contract Length</b>	84
		<b>What is the date your contract expires for the current term of the contract?</b>	June 30, 2022

Document Name	Document Description
Security Bundle Agreement.pdf	AT&T Security Bundle for Head Start.

### Pricing Confidentiality

**Is there a statute, rule, or other restriction which prohibits publication of the specific pricing information for this contract?** No

**Narrative** Dedicated Internet



Line Item # 1899057941.001

Product and Service Details

Purpose

Function

Type of Connection

Bandwidth Speed

Upload Speed

Internet access service that includes a connection from any applicant site directly to the Internet Service Provider

Fiber

Ethernet

10.0 Gbps

Download Speed

10.0 Gbps

Connection Information

Does this include firewall services?

Yes

Is this a connection between eligible schools, libraries and NIFs (i.e., a connection that provides a “Wide area network”)?

No

Is this a direct connection to a single school, library or a NIF for Internet access?

Yes

Cost Calculation for FRN Line Item # 1899057941.001

Monthly Cost		One-Time Cost	
Monthly Recurring Unit Cost	\$37,210.25	One-time Unit Cost	\$0.00
Monthly Recurring Unit Ineligible Costs	- \$0.00	One-time Ineligible Unit Costs	- \$0.00
Monthly Recurring Unit Eligible Costs	= \$37,210.25	One-time Eligible Unit Cost	= \$0.00
Monthly Quantity	x 1	One-time Quantity	x 0
Total Monthly Eligible Recurring Costs	= \$37,210.25	Total Eligible One-time Costs	= \$0.00
Months of Service	x 12	Summary	
Total Eligible Recurring Costs	= \$446,523.00	Total Eligible Recurring Costs	\$446,523.00
		Total Eligible One-time Costs	+ \$0.00
		Pre-Discout Extended Eligible Line Item Cost	= \$446,523.00

Recipients of Services

BEN	Name
17006289	CDC-Administration

Line Item # 1899057941.002

Product and Service Details

<b>Purpose</b>	Internet access service that includes a connection from any applicant site directly to the Internet Service Provider		
<b>Function</b>	Fiber		
<b>Type of Connection</b>	Ethernet		
<b>Bandwidth Speed</b>			
<b>Upload Speed</b>	5.0 Gbps	<b>Download Speed</b>	5.0 Gbps

Connection Information

<b>Does this include firewall services?</b>	Yes	<b>Is this a connection between eligible schools, libraries and NIFs (i.e., a connection that provides a “Wide area network”)?</b>	No
<b>Is this a direct connection to a single school, library or a NIF for Internet access?</b>	Yes		

Cost Calculation for FRN Line Item # 1899057941.002

Monthly Cost		One-Time Cost	
Monthly Recurring Unit Cost	\$26,060.25	One-time Unit Cost	\$0.00
Monthly Recurring Unit Ineligible Costs	- \$0.00	One-time Ineligible Unit Costs	- \$0.00
Monthly Recurring Unit Eligible Costs	= \$26,060.25	One-time Eligible Unit Cost	= \$0.00
Monthly Quantity	x 1	One-time Quantity	x 0
Total Monthly Eligible Recurring Costs	= \$26,060.25	Total Eligible One-time Costs	= \$0.00
Months of Service	x 12	<b>Summary</b>	
Total Eligible Recurring Costs	= \$312,723.00	Total Eligible Recurring Costs	\$312,723.00
		Total Eligible One-time Costs	+ \$0.00
		Pre-Discout Extended Eligible Line Item Cost	= \$312,723.00

Recipients of Services

BEN	Name
16044839	CDC-STERLING

FRN Calculation for FRN #1899057941

Monthly Charges	
Total Monthly Recurring Charges	\$63,270.50
Total Monthly Ineligible Charges	- \$0.00
Total Monthly Eligible Charges	= \$63,270.50
Total Number of Months of Service	x 12
Total Eligible Pre-Discount Recurring Charges	= \$759,246.00

One-Time Charges	
Total One-Time Charges	\$0.00
Total Ineligible One-Time Charges	- \$0.00
Total Eligible Pre-Discount One-Time Charges	= \$0.00

Total Requested Amount	
Total Eligible Pre-Discount Recurring Charges	\$759,246.00
Total Eligible Pre-Discount One-Time Charges	+ \$0.00
Total Pre-Discount Charges	= \$759,246.00
Discount Rate	90%
Funding Commitment Request	= \$683,321.40

## Funding Request for FRN #1899057954

**Funding Request Nickname:** AT&T Switched Ethernet Services

**Service Type:** Data Transmission and/or Internet Access

**What is the FRN number from the previous year ?** 1799109655

### Agreement Information - Contract

<b>Contract Number</b>		<b>Account Number</b>	
<b>Establishing FCC Form 470</b>	170069118	<b>Service Provider</b>	Pacific Bell Telephone Company (SPN: 143002665)
<b>Was an FCC Form 470 posted for the product and/or services you are requesting?</b>	Yes	<b>Based on State Master Contract?</b>	No
<b>Award Date</b>	April 25, 2017	<b>Based on a multiple award schedule?</b>	No
<b>How many bids were received for this contract?</b>	3	<b>Includes Voluntary Extensions?</b>	Yes
<b>What is the service start date?</b>	July 01, 2018	<b>Remaining Voluntary Extensions</b>	2
		<b>Total Remaining Contract Length</b>	84
		<b>What is the date your contract expires for the current term of the contract?</b>	June 30, 2022

Document Name	Document Description
Switched Ethernet Agreement.pdf	

### Pricing Confidentiality

**Is there a statute, rule, or other restriction which prohibits publication of the specific pricing information for this contract?** No

**Narrative** Private Network

Line Item # 1899057954.001

Product and Service Details

Purpose

Function

Type of Connection

Bandwidth Speed

Upload Speed

Data Connection between two or more sites entirely within the applicant's network

Fiber

Ethernet

10.0 Gbps

Download Speed

10.0 Gbps

Connection Information

Does this include firewall services?

No

Is this a connection between eligible schools, libraries and NIFs (i.e., a connection that provides a "Wide area network")?

Yes

Is this a direct connection to a single school, library or a NIF for Internet access?

No

Cost Calculation for FRN Line Item # 1899057954.001

Monthly Cost		One-Time Cost	
Monthly Recurring Unit Cost	\$1,935.33	One-time Unit Cost	\$0.00
Monthly Recurring Unit Ineligible Costs	- \$0.00	One-time Ineligible Unit Costs	- \$0.00
Monthly Recurring Unit Eligible Costs	= \$1,935.33	One-time Eligible Unit Cost	= \$0.00
Monthly Quantity	x 1	One-time Quantity	x 0
Total Monthly Eligible Recurring Costs	= \$1,935.33	Total Eligible One-time Costs	= \$0.00
Months of Service	x 12	Summary	
Total Eligible Recurring Costs	= \$23,223.96	Total Eligible Recurring Costs	\$23,223.96
		Total Eligible One-time Costs	+ \$0.00
		Pre-Discout Extended Eligible Line Item Cost	= \$23,223.96

Recipients of Services

BEN	Name
17006289	CDC-Administration



Line Item # 1899057954.002

Product and Service Details

Purpose

Function

Type of Connection

Bandwidth Speed

Upload Speed

Data Connection between two or more sites entirely within the applicant's network

Fiber

Ethernet

5.0 Gbps

Download Speed

5.0 Gbps

Connection Information

Does this include firewall services?

No

Is this a connection between eligible schools, libraries and NIFs (i.e., a connection that provides a "Wide area network")?

Yes

Is this a direct connection to a single school, library or a NIF for Internet access?

No

Cost Calculation for FRN Line Item # 1899057954.002

Monthly Cost		One-Time Cost	
Monthly Recurring Unit Cost	\$1,437.78	One-time Unit Cost	\$0.00
Monthly Recurring Unit Ineligible Costs	- \$0.00	One-time Ineligible Unit Costs	- \$0.00
Monthly Recurring Unit Eligible Costs	= \$1,437.78	One-time Eligible Unit Cost	= \$0.00
Monthly Quantity	x 1	One-time Quantity	x 0
Total Monthly Eligible Recurring Costs	= \$1,437.78	Total Eligible One-time Costs	= \$0.00
Months of Service	x 12	Summary	
Total Eligible Recurring Costs	= \$17,253.36	Total Eligible Recurring Costs	\$17,253.36
		Total Eligible One-time Costs	+ \$0.00
		Pre-Discout Extended Eligible Line Item Cost	= \$17,253.36

Recipients of Services

BEN	Name
16044839	CDC-STERLING

Line Item # 1899057954.003

Product and Service Details

Purpose

Data Connection between two or more sites entirely within the applicant's network

Function

Fiber

Type of Connection

Ethernet

Bandwidth Speed

Upload Speed

100.0 Mbps

Download Speed

100.0 Mbps

Connection Information

Does this include firewall services?

No

Is this a connection between eligible schools, libraries and NIFs (i.e., a connection that provides a "Wide area network")?

Yes

Is this a direct connection to a single school, library or a NIF for Internet access?

No

Cost Calculation for FRN Line Item # 1899057954.003

Monthly Cost		One-Time Cost	
Monthly Recurring Unit Cost	\$350.00	One-time Unit Cost	\$0.00
Monthly Recurring Unit Ineligible Costs	- \$0.00	One-time Ineligible Unit Costs	- \$0.00
Monthly Recurring Unit Eligible Costs	= \$350.00	One-time Eligible Unit Cost	= \$0.00
Monthly Quantity	x 38	One-time Quantity	x 0
Total Monthly Eligible Recurring Costs	= \$13,300.00	Total Eligible One-time Costs	= \$0.00
Months of Service	x 12	Summary	
Total Eligible Recurring Costs	= \$159,600.00	Total Eligible Recurring Costs	\$159,600.00
		Total Eligible One-time Costs	+ \$0.00
		Pre-Discout Extended Eligible Line Item Cost	= \$159,600.00

## Recipients of Services

BEN	Name
16077589	CDC-ALBERTA DILLARD
16077590	CDC-ALICANTE
16077609	CDC-CASA LOMA
16044793	CDC-CLEO FORAN
16077611	CDC-DELANO
16044801	CDC-FAIRVIEW
16044800	CDC-FRANKLIN
16044813	CDC-MARTHA J MORGAN
16044819	CDC-MOJAVE
16044821	CDC-NOBLE
16077617	CDC-PETE PARRA
16044825	CDC-PIONEER
16044826	CDC-PLANZ
16044827	CDC-PRIMEROS PASOS
16044830	CDC-ROSAMOND
16044833	CDC-SAN DIEGO
16044834	CDC-SEIBERT
16077620	CDC-SHAFTER
16044842	CDC-STINE
16044845	CDC-TEHACHAPI
16044848	CDC-VINELAND
16044849	CDC-VIRGINIA
16044852	CDC-WILLIAMS
16077619	CDC-WILLOW TREE
17006281	CDC-Central Kitchen
17006290	CDC-Fairfax
17006291	CDC-East California
16044804	CDC-HERITAGE PARK
16044823	CDC-OILDALE
17006451	CDC-FAITH
17006452	CDC-LAMONT
17006453	CDC-PACIFIC
17006454	CDC-ROOSEVELT
17013231	CAPK Home base
17013234	CDC-Wesley
16044838	CDC-STELLA HILLS
16044843	CDC-SUNRISE VILLA

FRN Calculation for FRN #1899057954

Monthly Charges	
Total Monthly Recurring Charges	\$16,673.11
Total Monthly Ineligible Charges	- \$0.00
Total Monthly Eligible Charges	= \$16,673.11
Total Number of Months of Service	x 12
Total Eligible Pre-Discount Recurring Charges	= \$200,077.32

One-Time Charges	
Total One-Time Charges	\$0.00
Total Ineligible One-Time Charges	- \$0.00
Total Eligible Pre-Discount One-Time Charges	= \$0.00

Total Requested Amount	
Total Eligible Pre-Discount Recurring Charges	\$200,077.32
Total Eligible Pre-Discount One-Time Charges	+ \$0.00
Total Pre-Discount Charges	= \$200,077.32
Discount Rate	90%
Funding Commitment Request	= \$180,069.59

## Funding Request for FRN #1899057971

**Funding Request Nickname:** AT&T AVPN

**Service Type:** Data Transmission and/or Internet Access

**What is the FRN number from the previous year ?** 1799109691

### Agreement Information - Contract

**Contract Number**

**User-entered Establishing FCC Form 470#** 335470001069064

**Was an FCC Form 470 posted for the product and/or services you are requesting?** Yes

**Award Date** May 12, 2016

**How many bids were received for this contract?** 1

**What is the service start date?** July 01, 2018

**Account Number**

**Service Provider** AT&T Corp. (SPN: 143001192)

**Based on State Master Contract?** Yes

**Based on a multiple award schedule?** Yes

**Includes Voluntary Extensions?** Yes

**Remaining Voluntary Extensions** 2

**Total Remaining Contract Length** 37

**What is the date your contract expires for the current term of the contract?** June 30, 2019

Document Name	Document Description
CAPK - C3 ATO Category 1.pdf	

### Pricing Confidentiality

**Is there a statute, rule, or other restriction which prohibits publication of the specific pricing information for this contract?** No

**Narrative** Dedicated Internet

Line Item # 1899057971.001

Product and Service Details

<b>Purpose</b>	Data Connection between two or more sites entirely within the applicant's network		
<b>Function</b>	Fiber		
<b>Type of Connection</b>	Ethernet		
<b>Bandwidth Speed</b>			
<b>Upload Speed</b>	70.0 Mbps	<b>Download Speed</b>	70.0 Mbps

Connection Information

<b>Does this include firewall services?</b>	No	<b>Is this a connection between eligible schools, libraries and NIFs (i.e., a connection that provides a "Wide area network")?</b>	Yes
<b>Is this a direct connection to a single school, library or a NIF for Internet access?</b>	No		

Cost Calculation for FRN Line Item # 1899057971.001

<b>Monthly Cost</b>		<b>One-Time Cost</b>	
Monthly Recurring Unit Cost	\$2,057.70	One-time Unit Cost	\$0.00
Monthly Recurring Unit Ineligible Costs	- \$0.00	One-time Ineligible Unit Costs	- \$0.00
Monthly Recurring Unit Eligible Costs	= \$2,057.70	One-time Eligible Unit Cost	= \$0.00
Monthly Quantity	x 1	One-time Quantity	x 0
Total Monthly Eligible Recurring Costs	= \$2,057.70	Total Eligible One-time Costs	= \$0.00
Months of Service	x 12	<b>Summary</b>	
Total Eligible Recurring Costs	= \$24,692.40	Total Eligible Recurring Costs	\$24,692.40
		Total Eligible One-time Costs	+ \$0.00
		Pre-Discout Extended Eligible Line Item Cost	= \$24,692.40

Recipients of Services

BEN	Name
17006289	CDC-Administration



Line Item # 1899057971.002

Product and Service Details

Purpose Data Connection between two or more sites entirely within the applicant’s network

Function Copper

Type of Connection T-1

Bandwidth Speed

Upload Speed 1.544 Mbps Download Speed 1.544 Mbps

Connection Information

Does this include firewall services? No Is this a connection between eligible schools, libraries and NIFs (i.e., a connection that provides a “Wide area network”)? Yes

Is this a direct connection to a single school, library or a NIF for Internet access? No

Cost Calculation for FRN Line Item # 1899057971.002

Monthly Cost	
Monthly Recurring Unit Cost	\$1,510.50
Monthly Recurring Unit Ineligible Costs	- \$0.00
Monthly Recurring Unit Eligible Costs	= \$1,510.50
Monthly Quantity	x 5
Total Monthly Eligible Recurring Costs	= \$7,552.50
Months of Service	x 12
Total Eligible Recurring Costs	= \$90,630.00

One-Time Cost	
One-time Unit Cost	\$0.00
One-time Ineligible Unit Costs	- \$0.00
One-time Eligible Unit Cost	= \$0.00
One-time Quantity	x 0
Total Eligible One-time Costs	= \$0.00
Summary	
Total Eligible Recurring Costs	\$90,630.00
Total Eligible One-time Costs	+ \$0.00
Pre-Discout Extended Eligible Line Item Cost	= \$90,630.00

Recipients of Services

BEN	Name
16077608	CDC- CALIFORNIA CITY
16044808	CDC-LOST HILLS
16044815	CDC-MCFARLAND
16044822	CDC-OASIS
16077618	CDC-TAFT

FRN Calculation for FRN #1899057971

Monthly Charges	
Total Monthly Recurring Charges	\$9,610.20
Total Monthly Ineligible Charges	- \$0.00
Total Monthly Eligible Charges	= \$9,610.20
Total Number of Months of Service	x 12
Total Eligible Pre-Discount Recurring Charges	= \$115,322.40

One-Time Charges	
Total One-Time Charges	\$0.00
Total Ineligible One-Time Charges	- \$0.00
Total Eligible Pre-Discount One-Time Charges	= \$0.00

Total Requested Amount	
Total Eligible Pre-Discount Recurring Charges	\$115,322.40
Total Eligible Pre-Discount One-Time Charges	+ \$0.00
Total Pre-Discount Charges	= \$115,322.40
Discount Rate	90%
Funding Commitment Request	= \$103,790.16

## Connectivity Questions

### District/System-wide Internet Access Questions

Does your school district currently aggregate Internet access for the entire district(as opposed to buying Yes Internet access on a building-by-building basis)?

**Download Speed** 10.00 **Download Speed Units** Gbps

**Upload Speed** 10.00 **Upload Speed Units** Gbps

### Per Entity Basis Questions

**Entity Name** Community Action Partnership of Kern **Entity Number** 17001576

BEN	Entity Name	Download	Units	Upload	Units	Connection	Wifi Sufficient	Barriers to Robust Network
16044793	CDC-CLEO FORAN	100.00	Mbps	100.00	Mbps	Fiber	Mostly	No barriers
16044800	CDC-FRANKLIN	100.00	Mbps	100.00	Mbps	Fiber	Mostly	No barriers
16044801	CDC-FAIRVIEW	100.00	Mbps	100.00	Mbps	Fiber	Mostly	No barriers
16044804	CDC-HERITAGE PARK	100.00	Mbps	100.00	Mbps	Fiber	Mostly	No barriers
16044808	CDC-LOST HILLS	12.00	Mbps	12.00	Mbps	Copper	Mostly	Broadband connection speed to building is too slow
16044813	CDC-MARTHA J MORGAN	100.00	Mbps	100.00	Mbps	Fiber	Mostly	No barriers
16044815	CDC-MCFARLAND	12.00	Mbps	12.00	Mbps	Copper	Mostly	Broadband connection speed to building is too slow
16044819	CDC-MOJAVE	100.00	Mbps	100.00	Mbps	Fiber	Mostly	No barriers
16044821	CDC-NOBLE	100.00	Mbps	100.00	Mbps	Fiber	Mostly	No barriers
16044822	CDC-OASIS	12.00	Mbps	12.00	Mbps	Copper	Mostly	Broadband connection speed to building is too slow
16044823	CDC-OILDALE	100.00	Mbps	100.00	Mbps	Fiber	Mostly	No barriers
16044825	CDC-PIONEER	100.00	Mbps	100.00	Mbps	Fiber	Mostly	No barriers
16044826	CDC-PLANZ	100.00	Mbps	100.00	Mbps	Fiber	Mostly	No barriers
16044827	CDC-PRIMEROS PASOS	100.00	Mbps	100.00	Mbps	Copper	Mostly	No barriers
16044830	CDC-ROSAMOND	100.00	Mbps	100.00	Mbps	Fiber	Mostly	Equipment too costly
16044833	CDC-SAN DIEGO	100.00	Mbps	100.00	Mbps	Fiber	Mostly	No barriers
16044834	CDC-SEIBERT	100.00	Mbps	100.00	Mbps	Fiber	Mostly	No barriers
16044835	CDC-SHAFTER	100.00	Mbps	100.00	Mbps	Fiber	Mostly	No barriers
16044838	CDC-STELLA HILLS	0.00	Mbps	0.00	Mbps	None	Mostly	Other
16044842	CDC-STINE	100.00	Mbps	100.00	Mbps	Fixed Wireless	Mostly	No barriers
16044843	CDC-SUNRISE VILLA	100.00	Mbps	100.00	Mbps	Fiber	Mostly	No barriers
16044845	CDC-TEHACHAPI	100.00	Mbps	100.00	Mbps	Fiber	Mostly	No barriers
16044848	CDC-VINELAND	100.00	Mbps	100.00	Mbps	Fiber	Mostly	No barriers
16044849	CDC-VIRGINIA	100.00	Mbps	100.00	Mbps	Fiber	Mostly	No barriers
16044852	CDC-WILLIAMS	100.00	Mbps	100.00	Mbps	Fiber	Mostly	No barriers
16077589	CDC-ALBERTA DILLARD	100.00	Mbps	100.00	Mbps	Fiber	Mostly	No barriers
16077590	CDC-ALICANTE	100.00	Mbps	100.00	Mbps	Fiber	Mostly	No barriers

BEN	Entity Name	Download	Units	Upload	Units	Connection	Wifi Sufficient	Barriers to Robust Network
16077596	CDC-BUTTONWILLOW	0.00	Mbps	0.00	Mbps	None	Mostly	Other
16077608	CDC- CALIFORNIA CITY	12.00	Mbps	12.00	Mbps	Copper	Mostly	Broadband connection speed to building is too slow
16077609	CDC-CASA LOMA	100.00	Mbps	100.00	Mbps	Fiber	Mostly	No barriers
16077611	CDC-DELANO	100.00	Mbps	100.00	Mbps	Fiber	Mostly	No barriers
16077617	CDC-PETE PARRA	100.00	Mbps	100.00	Mbps	Fiber	Mostly	No barriers
16077618	CDC-TAFT	12.00	Mbps	12.00	Mbps	Copper	Mostly	Broadband connection speed to building is too slow
16077619	CDC-WILLOW TREE	100.00	Mbps	100.00	Mbps	Fiber	Mostly	No barriers
16077620	CDC-SHAFTER	100.00	Mbps	100.00	Mbps	Fiber	Mostly	No barriers
17006290	CDC-Fairfax	100.00	Mbps	100.00	Mbps	Fiber	Mostly	No barriers
17006291	CDC-East California	100.00	Mbps	100.00	Mbps	Fiber	Mostly	No barriers
17006451	CDC-FAITH	100.00	Mbps	100.00	Mbps	Fiber	Mostly	No barriers
17006452	CDC-LAMONT	100.00	Mbps	100.00	Mbps	Fiber	Mostly	No barriers
17006453	CDC-PACIFIC	100.00	Mbps	100.00	Mbps	Fiber	Mostly	No barriers
17006454	CDC-ROOSEVELT	100.00	Mbps	100.00	Mbps	Fiber	Mostly	No barriers
17013234	CDC-Wesley	100.00	Mbps	100.00	Mbps	Fiber	Mostly	No barriers
16044839	CDC-STERLING	5.00	Gbps	5.00	Gbps	Fiber	Mostly	No barriers

## Certifications

I certify that the entities listed in this application are eligible for support because they are schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801(18) and (38), that do not operate as for-profit businesses and do not have endowments exceeding \$50 million.

I certify that the entity I represent or the entities listed on this application have secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that the entities I represent or the entities listed on this application have secured access to all of the resources to pay the discounted charges for eligible services from funds to which access has been secured in the current funding year. I certify that the Billed Entity will pay the non-discount portion of the cost of the goods and services to the service provider(s).

## Total Funding Summary

**Below is a summary of the total line item costs on this FCC Form 471:**

Summary	
Total funding year pre-discount eligible amount on this FCC Form 471	\$1,074,645.72
Total funding commitment request amount on this FCC Form 471	\$967,181.15
Total applicant non-discount share of the eligible amount	\$107,464.57
Total budgeted amount allocated to resources not eligible for E-rate support	\$0.00
Total amount necessary for the applicant to pay the non-discount share of eligible and any ineligible amounts	\$107,464.57
Are you receiving any of the funds directly from a service provider listed on any of the FCC Forms 471 filed by this Billed Entity for this funding year?	No
Has a service provider listed on any of the FCC Forms 471 filed by this Billed Entity for this funding year assisted you in locating funds needed to pay your non-discounted share?	No

I certify an FCC Form 470 was posted and that any related RFP was made available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted were carefully considered and the most cost-effective service offering was selected, with price being the primary factor considered, and is the most cost-effective means of meeting educational needs and technology goals.

I certify that the entity responsible for selecting the service provider(s) has reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that the entity or entities listed on this application have complied with them.

I certify that the services the applicant purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes, see 47 C.F.R. § 54.500 and will not be sold, resold or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. § 54.513. Additionally, I certify that the entity or entities listed on this application have not received anything of value or a promise of anything of value, as prohibited by the Commission's rules at 47 C.F.R. § 54.503(d), other than services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.

I certify that I and the entity(ies) I represent have complied with all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. There are signed contracts or other legally binding agreements covering all of the services listed on this FCC Form 471 except for those services provided under non-contracted tariffed or month-to-month arrangements. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.

I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.

I certify that I will retain required documents for a period of at least 10 years (or whatever retention period is required by the rules in effect at the time of this certification) after the later of the last day of the applicable funding year or the service delivery deadline for the associated funding request. I acknowledge that I may be audited pursuant to participation in the schools and libraries program. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to USAC.

I certify that I am authorized to order telecommunications and other supported services for the eligible entity(ies) listed on this application. I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this application, that I have examined this request, that all of the information on this form is true and correct to the best of my knowledge, that the entities that are receiving discounts pursuant to this application have complied with the terms, conditions and purposes of the program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act.

I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities listed on this application, or any person associated in any way with my entity and/or the entities listed on this application, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.

I certify that if any of the Funding Requests on this FCC Form 471 are for discounts for products or services that contain both eligible and ineligible components, that I have allocated the eligible and ineligible components as required by the Commission's rules at 47 C.F.R. § 54.504.

## Notice

Section 54.504 of the Federal Communications Commission's rules requires all schools and libraries ordering services that are eligible for and seeking universal service discounts to submit an application for such discounts by filing this Services Ordered and Certification Form (FCC Form 471) with the Universal Service Administrator. 47 C.F.R. § 54.504. The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended. 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the application requirements for universal service discounts contained in 47 C.F.R. § 54.504. Schools and libraries must file this form themselves or as part of a consortium. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving your application for universal service discounts is in the public interest. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application for universal service discounts may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, consistent with the Communications Act of 1934, FCC regulations and orders, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law, information provided in or submitted with this form or in response to subsequent inquiries may be disclosed to the public. If you owe a past due debt to the Federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized. If you do not provide the information we request on the form, the FCC or the Universal Service Administrator may delay processing of your application for universal service discounts or may return your application without action. The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq. Public reporting burden for this collection of information is estimated to average 4.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554. We also will accept your comments via the email if you send them to PRA@FCC.gov. DO NOT SEND COMPLETED WORKSHEETS TO THESE ADDRESSES.

## Authorized Person

<b>Title:</b>	Technology Services Manager	<b>Name:</b>	Bryon Vanderhoff
<b>Phone:</b>	661-369-8985	<b>Email:</b>	bvanderhoff@capk.org
<b>Address:</b>	5005 Business Park North Bakersfield CA 93309	<b>Employer:</b>	Bryon Vanderhoff

## Certified Timestamp

19-Mar-2018 17:35:24 EDT



# Community Action Partnership of Kern

## HUMAN RESOURCES DIVISION

### EMPLOYEE STATUS CHANGE FORM

Medical ☒ /  
 Dental ☒ /  
 Life ☒ /  
 Vision ☒ /  
 Hospital ☒ /  
 Accident ☒ /  
 Supplemental ☒ /

NAME: Bryan VanderhoffEFFECTIVE DATE: 4-28-18

Last day worked  
4-27-18

EMPLOYEE ID #: 004926HIRE DATE: 3-16-15

## ONLY COMPLETE CHANGES

CURRENT	NEW
JOB TITLE: <u>Technology Services Manager</u>	JOB TITLE: _____
HOURLY RATE: _____ / GRADE: _____	HOURLY RATE: _____ / GRADE: _____
ACCOUNT-FUND-ACTIVITY-FUNCTION-DEPT-CATEGORY: _____	ACCOUNT-FUND-ACTIVITY-FUNCTION-DEPT-CATEGORY: _____
SUPERVISOR/BADGE# <u>Emilio Wagner</u>	SUPERVISOR/BADGE#: _____
LOCATION NAME: <u>BPN</u>	LOCATION NAME: _____
HOURS PER DAY/PAY PERIOD _____ / _____	HOURS PER DAY/PAY PERIOD _____ / _____
EMPLOYEE TYPE:	EMPLOYEE TYPE:
<input type="checkbox"/> INTRODUCTORY <input type="checkbox"/> REHIRE	<input type="checkbox"/> INTRODUCTORY <input type="checkbox"/> REHIRE
<input type="checkbox"/> REGULAR <input type="checkbox"/> FULL YEAR	<input type="checkbox"/> REGULAR <input type="checkbox"/> FULL YEAR
<input type="checkbox"/> ACTING <input type="checkbox"/> PART YEAR	<input type="checkbox"/> ACTING <input type="checkbox"/> PART YEAR
<input type="checkbox"/> SUBSTITUTE <input type="checkbox"/> PART TIME	<input type="checkbox"/> SUBSTITUTE <input type="checkbox"/> PART TIME
<input type="checkbox"/> EXEMPT <input type="checkbox"/> TEMPORARY	<input type="checkbox"/> EXEMPT <input type="checkbox"/> TEMPORARY
<input type="checkbox"/> NON-EXEMPT <input type="checkbox"/> UNION	<input type="checkbox"/> NON-EXEMPT <input type="checkbox"/> UNION

STATUS CHANGE TYPE	<input type="checkbox"/> TRANSFER	<input type="checkbox"/> DEMOTION	<input type="checkbox"/> INCENTIVE INCREASE _____ %	<input type="checkbox"/> COLA _____ %
	<input type="checkbox"/> LEAVE OF ABSENCE	<input type="checkbox"/> RETURN FROM LEAVE	<input type="checkbox"/> PERFORMANCE INCREASE _____ %	<input type="checkbox"/> OTHER
	COMMENTS: _____			

SEPARATION FROM AGENCY (FOR HR USE ONLY)	<input type="checkbox"/> OTHER: _____
	REHIREABLE: <u>[Redacted]</u>
COMMENTS: <u>Pay all monies owed. End Benefits last day of month.</u>	

SIGNATURES (Needed: ☐ Yes ☐ No)

\_\_\_\_\_  
 EMPLOYEE  
Michael [Signature]  
 DIVISION DIRECTOR / EXECUTIVE DIRECTOR  
[Signature]  
 DIRECTOR HUMAN RESOURCES

\_\_\_\_\_  
 DATE  
5/1/18  
 DATE  
5-3-18  
 DATE

HUMAN RESOURCES ONLY
APP <u>4-27-18</u> IT <input checked="" type="checkbox"/> DMV <input checked="" type="checkbox"/>
ACCOUNTING USE ONLY
_____

A9325437





# Community Action Partnership of Kern

## HUMAN RESOURCES DIVISION

### EMPLOYEE STATUS CHANGE FORM

Medical \_\_\_\_\_ / \_\_\_\_\_  
 Dental \_\_\_\_\_ / \_\_\_\_\_  
 Life \_\_\_\_\_ / \_\_\_\_\_  
 Vision \_\_\_\_\_ / \_\_\_\_\_  
 Hospital \_\_\_\_\_ / \_\_\_\_\_  
 Accident \_\_\_\_\_ / \_\_\_\_\_  
 Supplemental \_\_\_\_\_

NAME: Jason MurrellEFFECTIVE DATE: 4/20/18EMPLOYEE ID #: 002938HIRE DATE: 5/30/01

## ONLY COMPLETE CHANGES

CURRENT	NEW
JOB TITLE: <u>IT Specialist II</u>	JOB TITLE: _____
HOURLY RATE: _____ / GRADE: _____	HOURLY RATE: _____ / GRADE: _____
ACCOUNT-FUND-ACTIVITY-FUNCTION-DEPT-CATEGORY: _____	ACCOUNT-FUND-ACTIVITY-FUNCTION-DEPT-CATEGORY: _____
SUPERVISOR/BADGE# <u>Emilio Wagner</u>	SUPERVISOR/BADGE#: _____
LOCATION NAME: <u>BPN</u>	LOCATION NAME: _____
HOURS PER DAY/PAY PERIOD _____ / _____	HOURS PER DAY/PAY PERIOD _____ / _____
EMPLOYEE TYPE:	EMPLOYEE TYPE:
<input type="checkbox"/> INTRODUCTORY	<input type="checkbox"/> INTRODUCTORY
<input type="checkbox"/> REGULAR	<input type="checkbox"/> REGULAR
<input type="checkbox"/> ACTING	<input type="checkbox"/> ACTING
<input type="checkbox"/> SUBSTITUTE	<input type="checkbox"/> SUBSTITUTE
<input type="checkbox"/> EXEMPT	<input type="checkbox"/> EXEMPT
<input type="checkbox"/> NON-EXEMPT	<input type="checkbox"/> NON-EXEMPT
<input type="checkbox"/> REHIRE	<input type="checkbox"/> REHIRE
<input type="checkbox"/> FULL YEAR	<input type="checkbox"/> FULL YEAR
<input type="checkbox"/> PART YEAR	<input type="checkbox"/> PART YEAR
<input type="checkbox"/> PART TIME	<input type="checkbox"/> PART TIME
<input type="checkbox"/> TEMPORARY	<input type="checkbox"/> TEMPORARY
<input type="checkbox"/> UNION	<input type="checkbox"/> UNION

STATUS CHANGE TYPE	<input type="checkbox"/> TRANSFER	<input type="checkbox"/> DEMOTION	<input type="checkbox"/> INCENTIVE INCREASE _____ %	<input type="checkbox"/> COLA _____ %
	<input checked="" type="checkbox"/> LEAVE OF ABSENCE	<input type="checkbox"/> RETURN FROM LEAVE	<input type="checkbox"/> PERFORMANCE INCREASE _____ %	<input type="checkbox"/> OTHER
	COMMENTS: <u>On 4/20/18 Thru 5/20/18 ID# 681071083463</u>			

SEPARATION FROM AGENCY (FOR HR USE ONLY)	<input type="checkbox"/> VOLUNTARY	<input type="checkbox"/> INVOLUNTARY	<input type="checkbox"/> OTHER: _____
	REHIREABLE: <input type="checkbox"/> YES <input type="checkbox"/> NO		
	COMMENTS: _____		

SIGNATURES (Needed: ☐ Yes ☐ No)

\_\_\_\_\_  
 EMPLOYEE  
Ed. Uy  
 DIVISION DIRECTOR / EXECUTIVE DIRECTOR  
Michael Bel  
 DIRECTOR HUMAN RESOURCES

\_\_\_\_\_  
 DATE  
5/1/18  
 DATE  
5-3-18  
 DATE

HUMAN RESOURCES ONLY
<u>4/27/18</u> <u>ADP</u>
ACCOUNTING USE ONLY





Community Action Partnership of Kern  
HUMAN RESOURCES DIVISION  
EMPLOYEE STATUS CHANGE FORM

Medical \_\_\_\_\_ / \_\_\_\_\_  
Dental \_\_\_\_\_ / \_\_\_\_\_  
Life \_\_\_\_\_ / \_\_\_\_\_  
Vision \_\_\_\_\_ / \_\_\_\_\_  
Hospital \_\_\_\_\_ / \_\_\_\_\_  
Accident \_\_\_\_\_ / \_\_\_\_\_  
Supplemental \_\_\_\_\_

NAME: Jason Murrell

EFFECTIVE DATE: 5/21/18

EMPLOYEE ID #: 002938

HIRE DATE: 5/30/01

ONLY COMPLETE CHANGES

CURRENT	NEW
JOB TITLE: <u>IT Specialist II</u>	JOB TITLE: _____
HOURLY RATE: _____ / GRADE: _____	HOURLY RATE: _____ / GRADE: _____
ACCOUNT-FUND-ACTIVITY-FUNCTION-DEPT-CATEGORY: _____	ACCOUNT-FUND-ACTIVITY-FUNCTION-DEPT-CATEGORY: _____
SUPERVISOR/BADGE# <u>Emilio Wagner</u>	SUPERVISOR/BADGE#: _____
LOCATION NAME: <u>BAN</u>	LOCATION NAME: _____
HOURS PER DAY/PAY PERIOD _____ / _____	HOURS PER DAY/PAY PERIOD _____ / _____
EMPLOYEE TYPE: <input type="checkbox"/> INTRODUCTORY <input type="checkbox"/> REHIRE <input type="checkbox"/> REGULAR <input type="checkbox"/> FULL YEAR <input type="checkbox"/> ACTING <input type="checkbox"/> PART YEAR <input type="checkbox"/> SUBSTITUTE <input type="checkbox"/> PART TIME <input type="checkbox"/> EXEMPT <input type="checkbox"/> TEMPORARY <input type="checkbox"/> NON-EXEMPT <input type="checkbox"/> UNION	EMPLOYEE TYPE: <input type="checkbox"/> INTRODUCTORY <input type="checkbox"/> REHIRE <input type="checkbox"/> REGULAR <input type="checkbox"/> FULL YEAR <input type="checkbox"/> ACTING <input type="checkbox"/> PART YEAR <input type="checkbox"/> SUBSTITUTE <input type="checkbox"/> PART TIME <input type="checkbox"/> EXEMPT <input type="checkbox"/> TEMPORARY <input type="checkbox"/> NON-EXEMPT <input type="checkbox"/> UNION

STATUS CHANGE TYPE	<input type="checkbox"/> TRANSFER	<input type="checkbox"/> DEMOTION	<input type="checkbox"/> INCENTIVE INCREASE _____ %	<input type="checkbox"/> COLA _____ %
	<input type="checkbox"/> LEAVE OF ABSENCE	<input checked="" type="checkbox"/> RETURN FROM LEAVE	<input type="checkbox"/> PERFORMANCE INCREASE _____ %	<input type="checkbox"/> OTHER
	COMMENTS: _____			

SEPARATION FROM AGENCY (FOR HR USE ONLY)	<input type="checkbox"/> VOLUNTARY	<input type="checkbox"/> INVOLUNTARY	<input type="checkbox"/> OTHER: _____
	REHIREABLE: <input type="checkbox"/> YES <input type="checkbox"/> NO		
	COMMENTS: _____		

SIGNATURES (Needed: ☐ Yes ☐ No)

\_\_\_\_\_  
EMPLOYEE  
[Signature]  
DIVISION DIRECTOR / EXECUTIVE DIRECTOR  
Ronald T. Zuman  
DIRECTOR HUMAN RESOURCES

\_\_\_\_\_  
DATE  
5/11/18  
\_\_\_\_\_  
DATE  
5-29-18  
\_\_\_\_\_  
DATE

HUMAN RESOURCES ONLY
<u>5/17/18</u> <u>ADP</u>
ACCOUNTING USE ONLY

## Attachment E

[Records](#) / [Appeals](#)

## CAPK Form 471 Appeal - #117026

[Summary](#) [Associated FRNs](#) [News](#) [Related Actions](#)

In-Review

Outreach

Wave Ready

Committed

## Appeal Information

[View Status \(+\)](#)**Funding Year** 2018**Submitting Organization** [Community Action Partnership of Kern \(BEN: 17001576\)](#)**Created By** Douglas Dill**Created On** 7/26/2018 1:47 PM EDT

## Main Contact

**Name** ddill@capk.org**Email** ddill@capk.org**Phone Number** N/A

## Narrative

A response to the 5 response Inquiries for form 471 for the funding year 2018 were not completed as the previous E-Rate administrator Bryon Vanderhoff was terminated from Community Action Partnership of Kern on 4/27/2018. Douglas Dill the new Technology Service Manager and new E-Rate manager started at Community Action Partnership of Kern on 6/4/2018 which was after the 5/10/2018 due date for the response inquiries.

## Appeal Details

**Decision appealed by applicant** Funding Commitment Decision Letter

If you wish to modify or cancel your appeal, or, if you have any questions about your appeal, please contact the E-rate Program's Client Service Bureau (CSB) at (888) 203-8100.



August 14, 2018

# Revised Funding Commitment Decision Letter

## Funding Year 2018

**Contact Information:**

Douglas Dill  
Community Action Partnership of Kern  
5005 Business Park North  
Bakersfield, CA 93309  
[ddill@capk.org](mailto:ddill@capk.org)

**BEN:** 17001576**Post Commitment Wave:** 4

## Totals

Original Commitment Amount	\$0.00
<b>Revised Commitment Amount</b>	<b>\$0.00</b>

## What is in this letter?

Thank you for submitting your post-commitment request for **Funding Year 2018 Schools and Libraries Program (E-rate) funding**. Attached to this letter, you will find the revised funding statuses and/or post commitment changes to the original Funding Commitment Decision Letter (FCDL) you received. Below are the changes that were made:

- Appeals
- Appeals
- Appeals

The Universal Service Administrative Company (USAC) is providing this information to both the applicant(s) and the service provider(s) so that all parties are aware of the post-commitment changes related to their funding requests and can work together to complete the funding process for these requests.

## Next Steps

1. **File the FCC Form 486**, Service Confirmation and Children's Internet Protection Act (CIPA) Certification Form, for any FRNs included in this RFCDL, if you have not already done so. Please review the CIPA requirements and file the form(s).



**BEN Name:** Community Action Partnership of Kern

**BEN:** 17001576

**Post Commitment Wave:** 4

- o **If USAC approved funding on an FRN in your original FCDL**, the deadline to submit the FCC Form 486 is 120 days from the date of the original FCDL or from the service start date (whichever is later).
  - o **If a new FRN was created for this RFCDL or funding was not approved on an FRN in your original FCDL but is approved in this RFCDL**, the deadline to submit the FCC Form 486 is 120 days from the date of this RFCDL or from the service start date (whichever is later).
2. **Invoice USAC**, if you or your service provider have not already done so. Work with your service provider(s) to determine if your bills will be discounted or if you will request reimbursement from USAC after paying your bills in full.
- **If you (the applicant) are invoicing USAC:** You must pay your service provider(s) the full cost for the services you receive and file the [FCC Form 472](#), the Billed Entity Applicant Reimbursement (BEAR) Form, to invoice USAC for reimbursement of the discounted amount.
  - **If your service provider(s) is invoicing USAC:** The service provider(s) must provide services, bill the applicant for the non-discounted share, and file the [FCC Form 474](#), the Service Provider Invoice (SPI) form, to invoice USAC for reimbursement for the discounted portion of costs. Every funding year, service providers must file an [FCC Form 473](#), the Service Provider Annual Certification Form, to be able to submit invoices and to receive disbursements.
  - **To receive an invoice deadline extension, the applicant or service provider** must request an extension on or before the last date to invoice. **If you anticipate, for any reason, that invoices cannot be filed on time**, USAC will grant a one-time, 120-day invoice deadline extension if timely requested.

## How to Appeal or Request a Waiver of a Decision

You can appeal or request a waiver of a decision in this letter **within 60 calendar days** of the date of this letter. Failure to meet this deadline will result in an automatic dismissal of your appeal or waiver request.

**Note:** The Federal Communications Commission (FCC) will not accept appeals of USAC decisions that have not first been appealed to USAC. However, if you are seeking a waiver of E-rate program rules, you must submit your request to the FCC and not to USAC. USAC is not able to waive the E-rate program rules.

- **To submit your appeal to USAC**, visit the Appeals section in the [E-rate Productivity Center \(EPC\)](#) and provide the required information. USAC will reply to your appeal submissions to confirm receipt. Visit USAC's [website](#) for additional information on submitting an appeal to USAC, including step-by-step instructions.
- **To request a waiver of the FCC's rules or appeal USAC's appeal decision**, please submit it to the FCC in proceeding number CC Docket No. 02-6 using the [Electronic Comment Filing System](#) (ECFS). Include your contact information, a statement that your filing is a waiver request,



**BEN Name:** Community Action Partnership of Kern

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**Post Commitment Wave:** 4

identifying information, the FCC rule(s) for which you are seeking a waiver, a full description of the relevant facts that you believe support your waiver request and any related relief, and any supporting documentation.

For appeals to USAC or to the FCC, be sure to keep a copy of your entire appeal, including any correspondence and documentation, and provide a copy to the affected service provider(s).

## Obligation to Pay Non-Discount Portion

Applicants are required to pay the non-discount portion of the cost of the eligible products and/or services to their service providers. Service providers are required to bill applicants for the non-discount portion of costs for the eligible products and/or services. The FCC stated that requiring applicants to pay the non-discounted share of costs ensures efficiency and accountability in the program. If using the BEAR invoicing method, the applicant must pay the service provider in full (the non-discount plus discount portion) **before** seeking reimbursement from USAC. If using the SPI invoicing method, the service provider must first bill the applicant **before** invoicing USAC.

## Notice on Rules and Funds Availability

The applicants' receipt of funding commitments is contingent on their compliance with all statutory, regulatory, and procedural requirements of the Schools and Libraries Program and the FCC's rules. Applicants who have received funding commitments continue to be subject to audits and other reviews that USAC and/or the FCC may undertake periodically to assure that funds that have been committed are being used in accordance with such requirements. USAC may be required to reduce or cancel funding commitments that were not issued in accordance with such requirements, whether due to action or inaction, including but not limited to that by USAC, the applicant, or the service provider. USAC, and other appropriate authorities (including but not limited to the FCC), may pursue enforcement actions and other means of recourse to collect improperly disbursed funds.



**BEN Name:** Community Action Partnership of Kern

**BEN:** 17001576

**Post Commitment Wave:** 4

## Revised Funding Commitment Decision Overview

### Funding Year 2018

Funding Request Number (FRN)	Service Provider Name	Request Type	Revised Committed	Review Status
1899057941	AT&T Corp.	Appeals	\$0.00	Dismissed
1899057954	Pacific Bell Telephone Company	Appeals	\$0.00	Dismissed
1899057971	AT&T Corp.	Appeals	\$0.00	Dismissed



**BEN Name:** Community Action Partnership of Kern

**BEN:** 17001576

**Post Commitment Wave:** 4

<b>Post Commitment Request Number:</b> 117026	<b>Post Commitment Request Type:</b> Appeals	<b>Post Commitment Decision:</b> Dismissed
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<b>FRN:</b> 1899057941	<b>Service Type:</b> Data Transmission and/or Internet Access	<b>Original Status:</b> Denied	<b>Revised Status:</b> Denied
<b>FCC Form 471: 181005353</b>			

Dollars Committed			
Monthly Cost		One-Time Cost	
Months of Service	12		
Total Eligible Recurring Charges	<b>\$759,246.00</b>	Total Eligible One Time Charges	<b>\$0.00</b>
Total Pre-Discount Charges		\$759,246.00	
Discount Rate		90.00%	
Revised Committed Amount		<b>\$0.00</b>	

Dates		Service Provider and Contract Information	
Service Start Date	7/1/2018	Service Provider	AT&T Corp.
Contract Expiration Date	6/30/2022	SPIN (498ID)	143001192
Contract Award Date	4/25/2017	Contract Number	
Service Delivery Deadline	6/30/2019	Account Number	
Expiration Date (All Extensions)	6/30/2024	Establishing FCC Form 470	170069118

Consultant Information	
Consultant Name	
Consultant's Employer	
CRN	

<b>Revised Funding Commitment Decision Comments:</b>
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<b>Post Commitment Rationale:</b>
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The Appeal you submitted was not complete because the following data was missing: supporting documentation. Per the appeal process located at <http://www.universalservice.org/about/about/program-integrity/appeals.aspx>, "this information must be included in a letter of appeal." USAC is unable to process the appeal because of missing documentation. Consequently, your appeal is dismissed.



**BEN Name:** Community Action Partnership of Kern

**BEN:** 17001576

**Post Commitment Wave:** 4

<b>Post Commitment Request Number:</b> 117026	<b>Post Commitment Request Type:</b> Appeals	<b>Post Commitment Decision:</b> Dismissed
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<b>FRN:</b> 1899057954	<b>Service Type:</b> Data Transmission and/or Internet Access	<b>Original Status:</b> Denied	<b>Revised Status:</b> Denied
<b>FCC Form 471: 181005353</b>			

Dollars Committed			
Monthly Cost		One-Time Cost	
Months of Service	12		
Total Eligible Recurring Charges	<b>\$200,077.32</b>	Total Eligible One Time Charges	<b>\$0.00</b>
Total Pre-Discount Charges		\$200,077.32	
Discount Rate		90.00%	
Revised Committed Amount		<b>\$0.00</b>	

Dates	
Service Start Date	7/1/2018
Contract Expiration Date	6/30/2022
Contract Award Date	4/25/2017
Service Delivery Deadline	6/30/2019
Expiration Date (All Extensions)	6/30/2024

Service Provider and Contract Information	
Service Provider	Pacific Bell Telephone Company
SPIN (498ID)	143002665
Contract Number	
Account Number	
Establishing FCC Form 470	170069118

Consultant Information	
Consultant Name	
Consultant's Employer	
CRN	

<b>Revised Funding Commitment Decision Comments:</b>
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<b>Post Commitment Rationale:</b>
-----------------------------------

The Appeal you submitted was not complete because the following data was missing: supporting documentation. Per the appeal process located at <http://www.universalservice.org/about/about/program-integrity/appeals.aspx>, "this information must be included in a letter of appeal." USAC is unable to process the appeal because of missing documentation. Consequently, your appeal is dismissed.





**BEN Name:** Community Action Partnership of Kern

**BEN:** 17001576

**Post Commitment Wave:** 4

<b>Post Commitment Request Number:</b> 117026	<b>Post Commitment Request Type:</b> Appeals	<b>Post Commitment Decision:</b> Dismissed
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<b>FRN:</b> 1899057971	<b>Service Type:</b> Data Transmission and/or Internet Access	<b>Original Status:</b> Denied	<b>Revised Status:</b> Denied
<b>FCC Form 471: 181005353</b>			

Dollars Committed			
Monthly Cost		One-Time Cost	
Months of Service	12		
Total Eligible Recurring Charges	\$115,322.40	Total Eligible One Time Charges	\$0.00
Total Pre-Discount Charges		\$115,322.40	
Discount Rate		90.00%	
Revised Committed Amount		\$0.00	

Dates		Service Provider and Contract Information	
Service Start Date	7/1/2018	Service Provider	AT&T Corp.
Contract Expiration Date	6/30/2019	SPIN (498ID)	143001192
Contract Award Date	5/12/2016	Contract Number	
Service Delivery Deadline	6/30/2019	Account Number	
Expiration Date (All Extensions)	6/30/2020	Establishing FCC Form 470	335470001069064

Consultant Information	
Consultant Name	
Consultant's Employer	
CRN	

<b>Revised Funding Commitment Decision Comments:</b>
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<b>Post Commitment Rationale:</b>
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The Appeal you submitted was not complete because the following data was missing: supporting documentation. Per the appeal process located at <http://www.universalservice.org/about/about/program-integrity/appeals.aspx>, "this information must be included in a letter of appeal." USAC is unable to process the appeal because of missing documentation. Consequently, your appeal is dismissed.